

JUSTIN K. AREST

MAYOR

ALEXANDRA H. MARSHALL

ACTING VILLAGE MANAGER



SAMEER AHUJA

KAREN L. BREW

JEREMY A. GANS

DARA B. GRUENBERG

KENNETH L. MAZER

RANDALL B. WHITESTONE

TRUSTEES

**OFFICE OF THE
VILLAGE MANAGER**

VILLAGE HALL

1001 POST ROAD

SCARSDALE, NY 10583

914.722.1110

WWW.SCARSDALE.COM

Village Board Agenda

February 13, 2024

Agenda Committee 7:30 PM

Village Board Meeting – 8:00 PM

The Village Board will meet in Rutherford Hall at 8:00 PM to conduct the Village Board meeting. All interested members of the public have the option to attend in-person or virtually through Zoom. To participate via Zoom, attend online at <https://zoom.us/j/93183703358>, or call into the meeting by dialing 1-929-436-2866 and entering the Meeting ID 931 8370 3358. To participate in public comment online, click “Raise Hand,” or dial *9 if commenting by telephone.

For a brief tutorial or to troubleshoot a problem, see here: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>. For other user questions, please visit the Zoom Help Center: <https://support.zoom.us/hc/en-us>.

Roll Call

Pledge of Allegiance

Mayor’s Comments

Manager’s Comments

Public Hearing

Trustee Ahuja

- Public Hearing to Consider Tax Cap Override for the FY 24/25 Budget

Public Comment

Trustee Liaison Reports

Bills

- Trustee Gans

Consent Agenda

- Approval of Minutes from January 23, 2024 Village Board Meeting _____
- Resolution re: Award of a Contract for the Purchase of a Freightliner _____
- Resolution re: Award Contract for the Purchase of a Sewer Camera _____
- Resolution re: Award of Contract for the Purchase of Two Ford F-550 Super Duty Vehicles and One Ford F-250 _____
- Resolution re: Utilization of New York State Contract for the Purchase of a Sanitation Vehicle _____
- Resolution re: Authorization to Execute a Professional Service Agreement with Desman, Inc. _____

Agenda Items

Trustee Ahuja

- Resolution re: Professional Service Agreement with Logically for IT Server and Storage Area Network (SAN) Infrastructure Upgrade _____
- Resolution re: Authorization to Execute a Professional Services Agreement with Hill International, Inc _____

Trustee Gruenberg

- Resolution re: Residency Requirements of Certain Officers of the Village of Scarsdale _____

Trustee Mazer

- Resolution re: Authorization to Conduct the Annual 15K/4-Mile Road Races _____

Deputy Mayor Whitestone

- Resolution re: Award of VM Contract #1307 – Fire Apparatus Maintenance Services _____
- Resolution re: Repealing all or a Portion of Certain Unexpended Bond Authorizations _____

Town Board Agenda

February 13, 2024
Town Board Meeting

Roll Call

Minutes

- Town Board Meeting of January 9, 2024
-

Ms. Gruenberg

Resolution re: Designating Official Town Newspaper

Reports

- Report of the Custodian of Taxes as of January 31, 2024
-

Public Comment (contingent on commencing no later than 10:00 PM)

Written Communications (3)

- M. Eppenstein – Antisemitism
- A. Dunham – 27 Woods Lane
- K. Zakierski - Greenacres Playground

Future Meeting Schedule

February 27, 2024

- 7:30 PM - Agenda Committee
 - 8:00 PM - Village Board Regular Meeting
-

Village Hall Schedule

Monday, February 19, 2024 - Washington’s Birthday-Village Hall Closed

Motion to Adjourn

PUBLIC HEARING

Village of Scarsdale

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled by the Board of Trustees of the Village of Scarsdale on Tuesday, February 13, 2024, at 8:00 p.m. in Rutherford Hall in Village Hall, or by accessing the meeting at <https://zoom.us/j/93183703358>, or calling in by dialing 1-929-436-2866 and entering the Meeting ID, 931 8370 3358; to consider a proposed local law Creating a New Article to Chapter 269 of the Code of the Village of Scarsdale, Article XII “Tax Cap Override”.

Taylor C. Emanuel
Village Clerk

01/24/2024

INTRODUCTORY LOCAL LAW #__ of 2024

**AN INTRODUCTORY LOCAL LAW CREATING A NEW ARTICLE TO CHAPTER 269.
ARTICLE XII "TAX CAP OVERRIDE"**

BE IT ENACTED by the Board of Trustees of the Village of Scarsdale as follows:

A local law to override the tax levy limit established in General Municipal Law §3-c.

Section 1. Legislative Intent

It is the intent of this local law to allow the Village of Scarsdale to adopt a budget for the fiscal year commencing June 1, 2024 –May 31, 2025 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law §3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

Section 3. Tax Limit Override

The Board of Trustees of the Village of Scarsdale, County of Westchester, is hereby authorized to adopt a budget for the fiscal year commencing June 1, 2024 through May 31, 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 4. Severability

If a court of law determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State.



To: Alex Marshall, Acting Village Manager

From: Ann Scaglione, Village Treasurer

Date: Wednesday, January 17, 2024

RE: Real Property Tax Cap Override Public Hearing and Local Law

MEMORANDUM
Treasurer's Office

In 2011, New York State enacted legislation that established a property tax cap which limits growth in the property tax levy. Under this law, the total amount to be raised through property taxes charged on the municipality's taxable assessed value of property is capped at 2% or the rate of inflation, whichever is less.

The Allowable Levy Growth Factor established by the New York State Comptroller for Villages for the 2024-2025 fiscal year is 1.02%; and the Tax Base Growth Factor assigned to the Village of Scarsdale is 1.0113%, resulting in an Allowable Tax Levy Increase over the current year of 3.57%.

Local communities can override the property tax cap. Subdivision 5 of Section 3-c allows local governments to adopt a budget requiring a tax levy greater than the property tax cap pursuant to the local governing body adopting a local law overriding the cap. The override must be made by 60% of the members of the governing body, which in our case is 5 votes.

It is prudent for the Village Board to consider adopting this override law early in the budget process to allow for the required public notice, review and hearing period prior to the statutory May 1, 2024 budget adoption deadline. Adopting the local law to override the tax cap does not preclude the Village Board from adopting a budget in compliance with the property tax cap, it simply allows for the option and protects the Village from any penalties.

Attached please find a resolution for inclusion on the January 23, 2024 Board of Trustees meeting agenda to schedule a public hearing to adopt a local law to override the NYS Property Tax Cap. The local law can be adopted any time prior to the adoption of the budget.

Please feel free to contact me with any questions or comments. Thank you.

VILLAGE OF SCARSDALE BOARD OF TRUSTEES

REGULAR MEETING

Rutherford Hall &
Video Conference
Via Zoom
January 23, 2024

A Regular Meeting of the Board of Trustees of the Village of Scarsdale was held on Tuesday, January 23, 2024, at Rutherford Hall and via video conference at 8:06 p.m.

Present in person were Mayor Arest and Trustees Brew, Gans, Gruenberg, Mazer, and Whitestone. Trustee Ahuja was absent. Also present were Acting Village Manager Marshall, Village Treasurer Scaglione, Village Counsel Ward-Willis, and Village Clerk Emanuel.

* * * * *

Mayors Comments

Mayor Arest provided the following comments:

“I want to take a moment to discuss the great work session in the budget that this board had before this meeting. We have had multiple budget meetings, and this was a continuation of the first pass and focused on Public Works capital projects as well as the Library operating budget for 2024-2025. We discussed important projects such as improvements to storm water and sanitary sewers, roads, sidewalks, equipment and much more. I encourage everyone to watch the recording and also hope that it will be covered by our digital news publication. Unfortunately, our print newspaper will not be covering it this week as they have suspended publication. And this leads me to highlight the invaluable role that our local print and digital news sources play in our community. These publications are not just sources of information; they are the lifeblood of our civic engagement. They provide residents with crucial insights into local events and issues that might otherwise go unnoticed, ensuring that we are all well-informed about what's happening right here in our own backyard. Print newspapers are vital in maintaining government transparency, diligently covering our village board meetings, local elections, and school board decisions, fostering a culture of accountability and openness. Moreover, they help in knitting our community closer together, celebrating our local achievements in sports and more as well as serving as a platform for public discourse. They contribute significantly to our local economy as well, supporting our businesses through advertising and helping to stimulate economic growth. And let's not forget, these outlets are a living history, chronicling our community's stories and preserving them for future generations. In a world that's rapidly moving online, the enduring presence of our local print newspapers is a testament to their irreplaceable value in our

community. Print newspapers are also a great equalizer. They allow everyone access to the news. You don't need an internet connection or a device to read them.

I am happy that there has been an outpouring of support for the paper. I know there are conversations with the publisher and other professionals as to how best to fill the information vacuum that currently exists without a physical paper. I hope there will be more information on this in the near future.

Onto positive news. As previously mentioned, the village has retained SGR for the Village Manager Search. SGR a full-service firm, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states for all of its business lines combined. SGR has been, and continues to be, a leader in spurring innovation in local government.

The search is being led by Patti Dwyer who is no stranger to Westchester governments nor to this building as well. Patti was the youngest Administrator in New York State when she served in Walden and held the same position in the Village of Pleasantville for over 14 years and subsequently served as the Executive Director for the New York State City/County Management Association. Now, Patti is working with SGR focusing on recruitment and is also consulting on her own. The search is going live this week. There will be a brochure posted online advertising the position and SGR will do national outreach to ensure we find the best person to fill our Village Manager position. I look forward to having additional updates for the community soon.”

* * * * *

Manager's Comments

None.

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Public Comment

Cynthia Roberts; 15 Autenrieth Rd, has been focused on Scarsdale trees for the past two and a half decades in various capacities and believes that during the temporary moratorium, the village should communicate the need to maintain the tree canopy to consultants.

Elaine Weir; 138 Brewster Road, remarks that the preservation of Scarsdale's tree canopy should be a priority. Ms. Weir is also in support of a vine cutting initiative and will be meeting with Acting Manager Marshall next week to discuss a way forward.

* * * * *

Trustee Liaison Reports

Trustee Brew reported that the Junior League of Central Westchester will be hosting a “Lets Fight Cancer Together” event on Thursday, February 1st from 7 to 8 pm in the Music Room at the Scarsdale Woman’s Club to raise awareness and discuss prevention of women’s cancers. The JLCW has teamed up with their sponsor, White Plains Hospital. Dr. Yael Zack, hematologist/oncologist of the new Young Women's Program for Cancer Care, will be sharing information about reducing risks for women's cancers and Laura Sobel, owner of Dance for a Difference, will lead a low impact Zumba class. Donations made to the Moving to Make a Difference event will benefit the White Plains Hospital Young Women's Program for Cancer Care. The event is open to all members of the community. For more information call the JLCW at 914-723-6130.

* * * * *

Trustee Mazer reported that on Thursday, January 25th at 11:30 am, there will a Soup Potluck for the senior community at the Girl Scout House. Attendees are encouraged to bring a pot of their favorite soup, their recipes, and containers to take other soups home. Interested persons can rsvp by msilver@scarsdale.com. On Wednesday, January 31st, from noon to 1:30 pm at Buon Amici Italian Restaurant in White Plains, there will be a lunch for seniors to come together at \$19.95 a person. Anyone interested in attending can rsvp by emailing msilver@scarsdale.com.

* * * * *

Bills

Trustee Brew reported that she had audited the Abstract of Claims dated January 23, 2024, in the amount of \$2,479,790.83 which included \$14,409.64 in Library Claims previously audited by a Trustee of the Library Board.

Upon motion duly made by Trustee Brew and seconded by Trustee Mazer, the following resolution was adopted unanimously:

RESOLVED, that the Abstract of Claims dated January 23, 2024, in the amount of \$2,479,790.83 is hereby approved.

* * * * *

Agenda Items

Upon motion entered by Trustee Gruenberg, and seconded by Deputy Mayor Whitestone, the Minutes from the January 9, 2024 Village Board Meeting were approved unanimously.

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Trustee Gruenberg

Upon motion entered by Trustee Gruenberg and seconded by Deputy Mayor Whitestone; the following resolution regarding Setting a Public Hearing to Consider a Local Law Authorizing a Real Property Tax Levy in Excess of the New York State Tax Cap; was approved unanimously:

RESOLVED, that a Public Hearing is hereby scheduled by the Board of Trustees of the Village of Scarsdale to be held on Tuesday, February 13, 2024, at 8:00 p.m. in Rutherford Hall in Village Hall, and via Zoom video conferencing, to consider a proposed local law to amend a local law authorizing the Board of Trustees to adopt a budget for the 2024-2025 Fiscal Year that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c, as attached hereto and made a part hereof; and be it further

RESOLVED, that the Village Clerk is directed to advertise said Public Hearing.

* * * * *

Trustee Brew

Upon motion entered by Trustee Brew and seconded by Trustee Gruenberg; the following resolution regarding Purchase of a Truck Mounted Leaf Loader; was approved unanimously:

WHEREAS, the Village Board has authorized the purchase of truck mounted leaf loader as part of the adopted 2020/2021 annual budget; and

WHEREAS, the Village Board has adopted a local law on November 14, 2023, authorizing the Village to utilize contracts awarded on the basis of best value; and

WHEREAS, the Village Board has adopted Administrative Policy #201, recently amended/adopted on December 14, 2021, which establishes procurement process; and

WHEREAS, Public Works Department has reviewed Contract 093021-GEP from the Sourcewell purchasing cooperative and recommends utilizing this contract for the purchase of truck mounted leaf loader; now, therefore, be it

RESOLVED, that, in accordance with Administrative Policy 201, the Village Manager is hereby authorized to issue a purchase order against Sourcewell Contract 093021-GEP in substantially the same form as attached hereto with Trius Inc., of 458 Johnson Avenue, Bohemia, NY 11716, in the amount of \$168,049, with all costs to be charged to Capital Budget Account H-5197- 963 2021-052; and be it further

RESOLVED, that the Village Manager is herein authorized to undertake all administrative acts required pursuant to the terms of the agreement.

* * * * *

Trustee Gruenberg

Upon motion entered by Trustee Gruenberg, and seconded by Trustee Brew, the following resolution regarding Authorization of a Stipend for Employee #9004; was approved unanimously:

RESOLVED, that the Village Board, in recognition of the substantial increase in duties and responsibilities undertaken on the Village's behalf by employee #9004 while serving as Acting Village Manager, hereby authorizes a \$1,000 per week stipend, in addition to regular compensation, effective January 23, 2024, for each week while serving as Acting Manager, or until a different time as determined by the Village Board.

* * * * *

Upon motion entered by Trustee Gruenberg, and seconded by Trustee Mazer, the following resolution regarding an Amendment to Flexible Benefits Plan; was approved unanimously:

RESOLVED, that the board hereby ratifies an amendment to the Village of Scarsdale flexible benefits plan and related documents previously adopted at the meeting on December 12, 2023.

* * * * *

Deputy Mayor Whitestone

Upon motion entered by Deputy Mayor Whitestone, and seconded by Trustee Gruenberg, the following resolution regarding Appropriation of Funding for American Rescue Plan; was approved by the vote indicated below:

WHEREAS, the Village of Scarsdale received the first distribution from the State of New York for the Federal American Rescue Plan Act (ARPA) in the amount of \$912,732.31 on July 22, 2021; and

WHEREAS, the Village of Scarsdale received the an additional distribution from the State of New York for ARPA in the amount of \$3,726.47 on August 30, 2021;

WHEREAS, the Village of Scarsdale is expecting to receive their final distribution from the State of New York for ARPA in the amount of \$916,458.78 in July 2022, which would bring the total of ARP funding to \$1,832,917.56; and

WHEREAS, the 2022/2023 Adopted Budget includes the a plan to appropriate funding of ARPA to the following initiatives:

	Project Budgets Adopted 06/01/2022
Building Security Improvements	\$ 150,000.00
Residential Traffic Calming Pilot at Sprague Road	200,000.00
Girl Scout House Parking Lot Reconstruction	70,000.00
Paving of Crossway Firehouse Parking Lot	110,000.00
Freightway Parking Garage Pedestrian Bridge Phase II Repairs	250,000.00
Scarsdale Police Department Radio System	350,000.00
Supply Field Building Fire Alarm System	55,000.00
Anti-Icing Equipment	295,000.00
Recycling Center Scale Replacement	120,000.00
New Firewall System	70,000.00
Portable Radios and HQ Radio Consoles	107,428.00
Bank Reconciliation Module – New World	13,975.00
Tyler Content Manager – New World	44,780.00
Total	\$ 1,836,183.00

WHEREAS, the Village Treasurer is recommending the following budget amendment to the allocation of ARPA funds as follows

	Budget Adjustments Recommended
Building Security Improvements	\$ 257,808.00
Residential Traffic Calming Pilot at Sprague Road	(200,000.00)
Paving of Crossway Firehouse Parking Lot	(40,670.00)
Portable Radios and HQ Radio Consoles	(107,428.00)
Bank Reconciliation Module – New World	(4,031.00)
Tyler Content Manager – New World	(13,107.00)
Sewer Camera	104,162.56
Total	\$ (3,265.44)

WHEREAS,

the budget amendment would result project budgets by project as follows

	Updated Project Balances After Budget Adjustment
Building Security Improvements	\$ 407,808.00
Girl Scout House Parking Lot Reconstruction	70,000.00
Paving of Crossway Firehouse Parking Lot	69,330.00
Freightway Parking Garage Pedestrian Bridge Phase II Repairs	250,000.00
Scarsdale Police Department Radio System	350,000.00
Supply Field Building Fire Alarm System	55,000.00
Anti-Icing Equipment	295,000.00
Recycling Center Scale Replacement	120,000.00
New Firewall System	70,000.00
Bank Reconciliation Module – New World	9,944.00
Tyler Content Manager – New World	31,673.00
Total	\$ 1,832,917.56

RESOLVED,

that the Village Board confirms ARPA funding to be allocated as included in the FY 2023/2024 Adopted Budget.

Public Comment

Jim Detmer; 29 Woods Lane, inquired about what progress has been made since the temporary moratorium has been put in place.

Cynthia Roberts; 15 Autenrieth Road, would like for the public to be informed on what consultants have been tasked with and told to prioritize.

* * * * *

Written Communications

Village Clerk Emanuel reported that seven (7) communications have been received since the last Board of Trustees meeting:

- 5 communications regarding the temporary land use moratorium.
- An email from Jordan Copeland regarding winter overnight parking.
- An email from Madelaine Eppenstein regarding vine cutting.

* * * * *

Future Meeting Schedule

- January 30th – personnel meeting – executive session
- Tuesday, February 6, 2024 – 5:00 PM – Village Board Work Session (Budget)
- Tuesday, February 13, 2024 – 7:30 PM – Agenda Committee
- Tuesday, February 13, 2024 – 8:00 PM – Village Board Regular Meeting

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Village Hall Schedule

- Monday, February 12, 2024 – Lincoln’s Birthday – Village Hall Closed
- Monday, February 19, 2024 – Washington’s Birthday – Village Hall Closed

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Upon a motion entered by Trustee Mazer, second by Trustee Gruenberg, and approved unanimously; the meeting was adjourned at 8:44 PM.

Respectfully submitted,

Taylor C. Emanuel
Village Clerk

**RESOLUTION RE: AWARD OF A CONTRACT FOR THE PURCHASE
 OF A FREIGHTLINER**

WHEREAS, the Superintendent of the Department of Public Works has requested authorization to purchase one (1) 2025 Freightliner 114SD Plus 6x4 plow dump; and

WHEREAS, New York State General Municipal Law, Section 103, authorizes the Village of Scarsdale to “piggyback” on contracts let by the United States, or any agency thereof, or by any state or any other political subdivision or district therein, provided said contract was let in a manner that is consistent with State Law competitive bidding procedures, and further, that provision was made in the underlying bid documents enabling municipalities to utilize said bid award thereby eliminating the need for competitive bidding by the Village; and

WHEREAS, the above-referenced Freightliner plow dump is available for the Village to purchase via “piggybacking” off the Onondaga County Contract #0010914, a political subdivision of the State of New York, through authorized Freightliner dealer Diehl & Sons Inc dba New York Freightliner, 129-01 Atlantic Ave, Richard Hill, New York; and

WHEREAS, the Village Board has adopted a local law on November 14, 2023, authorizing the Village to utilize contracts awarded on the basis of best value; and

WHEREAS, Superintendent Coleman has reviewed the Contract #0010914 from the County of Onondaga and recommends utilizing this contract for the purchase of a freightliner; now, therefore, be it

RESOLVED, that the Scarsdale Board of Trustees authorize the Village Manager to “piggyback” off of Contract #0010914 from the County of Onondaga to purchase the aforementioned 2025 Freightliner 114SD Plus 6x4 plow dump, in substantially the same form and terms as the underlying Contract #0010914 attached hereto, from Diehl & Sons Inc dba New York Freightliner, 129-01 Atlantic Ave, Richard Hill, New York, in the amount of \$303,019.49; and be it further

RESOLVED, that the Village Manager is herein authorized to undertake all administrative acts required pursuant to the terms of the agreement.

Date: February 13, 2024



To: Alexandra Marshall, Acting Village Manager

From: Tyler Seifert, Department of Public Works

Date: February 07, 2024

RE: Freightliner Purchase: Onondaga County

MEMORANDUM
Department of Public Works

In accordance with fleet maintenance standards, the Villages vehicle & equipment retirement schedule program and the adopted FY 23/24 budget, the purchase of a new Freightliner plow truck is needed. Once the Village receives the new Freightliner the old one will be put up for auction pursuant to Village Policy # 202.

The Freightliner will be purchased from Diehl & Sons Inc dba New York Freightliner which is an authorized dealer under Onondaga County Contract # 0010914. The Village Board has adopted local law chapter 19 of the Village code on November 14, 2023 authorizing the Village to utilize contracts awarded on the basis of best value. This purchase is being made under a contract that was awarded for best value.




**COUNTY OF ONONDAGA
DIVISION OF PURCHASE**

13TH FLOOR
421 MONTGOMERY STREET
SYRACUSE NEW YORK 13202

BLANKET PRICE AGREEMENT

NOTICE OF CONTRACT AWARD

COMMODITY/SERVICE:		072-08	Trucks – Heavy Duty Class 8 Cab – Chassis Type
CONTRACT PERIOD:		BID OPENED:	
June 24, 2023 – June 23, 2028		May 3, 2023	
BID REF. #: 0010914		RENEWAL:	
REFERENCE: Supersedes Ref. #8996		Two (2) additional one (1) year periods	
DATE ISSUED:		INQUIRIES TO:	
June 8, 2023		Tierza Sovocool, Buyer 315-435-3472	

 COUNTY OF ONONDAGA DIVISION OF PURCHASE COMPUTATION OF BIDS 5/17/2023 0010914		TRACEY ROAD EQUIPMENT	FLEET MAINTENANCE INC	ALLEGIANC E TRUCKS	NAVISTAR INC	MOHAWK VALLEY FREIGHTLINER	BEAM MACK SALES	KENWORTH NORTHEAST	DIEHL & SONS
	FURNISH TRUCKS (HEAVY DUTY CLASS 8) CAB-CHASSIS TYPE W DUMP BODIES, SNOW PLOWS AND ASSOCIATED OPTIONS/ACCESSORIES:								
1	TOTAL PRICE FOR KENWORTH VEHICLES:	NB	NB	NB	NB	NB	NB	\$ 1,210,934.60	NB
								NAIB	
2	TOTAL PRICE FOR NAVISTAR/INTERNATIONAL VEHICLES:	NB	NB	NB	\$ 229,618.00	NB	NB	NB	NB
3	TOTAL PRICE FOR MACK VEHICLES:	NB	NB	NB	NB	NB	\$ 3,782,992.70	NB	NB
4	TOTAL PRICE FOR VOLVO VEHICLES:	NB	NB	NB	NB	NB	\$ 1,180,525.10	NB	NB
5	TOTAL PRICE FOR DENNIS EAGLE VEHICLES:	NB	NB	\$ 231,072.84	NB	NB	NB	NB	NB
6	TOTAL PRICE FOR FREIGHTLINER VEHICLES:	\$ 343,735.00	\$ 419,842.62	NB	NB	\$ 369,736.00	NB	NB	\$ 379,803.54
7	TOTAL PRICE FOR WESTERN STAR VEHICLES:	\$ 507,953.00	\$ 586,808.08	NB	NB	NB	NB	NB	\$ 540,289.44

*Please contact lowest price vendor first. If they do not have your required item(s), then contact second low vendor and so forth. Awarded comp sheet is on page 2 of this notice

DIEHL & SONS

PRICING PAGES - FREIGHTLINER

1. Freightliner/Model: 114SD SFA PLUS

Total MSRP \$162,891.00

Discount from MSRP: 42.16 %

Price of vehicle \$94,216.15

Options - Discount from list (12% or better): 39.19 %

Options 20,000.00 x 39.19 %

Option pricing \$12,162.00

Total price of vehicle with options \$106,378.15

MODELS TO HAVE THE SAME PRICING STRUCTURE:

(Same Discount from MSRP and same Discount on options)

2. Freightliner/Model: 114SD SBA PLUS

Total MSRP \$160,656.00

Discount from MSRP: 41.19 %

Price of vehicle \$94,481.79

Options - Discount from list (12% or better): 38.99 %

Options 20,000.00 x 38.99 %

Option pricing \$12,202.00

Total price of vehicle with options \$106,683.79

MODELS TO HAVE THE SAME PRICING STRUCTURE:

(Same Discount from MSRP and same Discount on options)

DIEHL & SONS INC.

PRICING PAGES - FREIGHTLINER (Cont'd)

3. Freightliner/Model: 108SD PLUS

Total MSRP \$128,045.00

Discount from MSRP: 41.17 %

Price of vehicle \$75,328.87

Options - Discount from list (12% or better): 37.50 %

Options 20,000.00 x 37.50 %

Option pricing \$12,500.00

Total price of vehicle with options \$87,828.87

MODELS TO HAVE THE SAME PRICING STRUCTURE:

(Same Discount from MSRP and same Discount on options)

4. Freightliner /Model: M2-106 PLUS

Total MSRP \$108,730.00

Discount from MSRP: 39.90 %

Price of vehicle \$65,346.73

Options - Discount from list (12% or better): 32.17 %

Options 20,000.00 x 32.17 %

Option pricing \$13,566.00

Total price of vehicle with options \$78,912.73

MODELS TO HAVE THE SAME PRICING STRUCTURE:

(Same Discount from MSRP and same Discount on options)

Total Price for Freightliner Vehicles \$379,803.54

DIEHL & SONS INC.



TRIOUS inc.

458 JOHNSON AVENUE • PO BOX 158 • BOHEMIA, NY 11716
631.244.8600 • FAX 631.244.8661
www.triusionline.com



March 15, 2023

Attn: Mr. Doug Austin,

Re: Onondaga County Bid No. 10914

Dear Doug,

Please accept this letter as Trius inc.'s formal request to provide equipment and pricing for use in the above referenced contract. We are pleased to offer a minimum discount of 30% off any of our product lines.

Trius is a full service and factory authorized distributor of municipal equipment in NY State representing the following equipment manufacturers:

Galion/ Godwin /R/S, Good Roads ---Dump Bodies, Salt Spreaders, Snow Plows and Hitches
Hi/ Way/ New Leader ----Dump Bodies, Salt Spreaders, Combination Dump Body/Spreaders
Air-Flo Manufacturing ---Refuse Bodies, Combination Dump Body/Spreaders, Salt Spreaders
Tymco --- Street Sweepers
Vac-Con ---Combination Vacuum/ Sewer Jets, Hydroexcavation Equipment, Sewer Jet Rodders
Vanair ---Mobile power Solutions (Air and electric)
Aebi-Schmidt (MB division) --- Paint Machines
Aebi-Schmidt (MB Airport division) ---Runway brooms, Runway Blowers, Runway Plows
Aebi-Schmidt (Swenson division) Combination Dump Body/ Material Spreaders, Salt Spreaders
Alamo Group (Wausau and Henke divisions) ---Snow Plows, Wing Plows and Plow Hitches
Alamo Group (Tyler Ice) Roadway and Runway Mobile Ice Control
Tiger Mower --- Truck-mounted and Self-propelled Mowing Equipment
KMI --- Truck-Mounted and Tow Behind Asphalt Storage Solutions
Varitech --- Liquid De-Icing and Anti-Icing Solutions
GRT Utilicorp --- Guardrail Post Pounders
Maintainer --- Basin Cleaning Cranes, Stick Booms and Heavy-Duty Service and Utility Bodies
J & J Bodies --- Custom Dump Bodies
LiftMoore ---Service Cranes
Omco --- Street Flushers and Mobile Brine Applicators
Cementech --- Volumetric truck-mounted cement mixers
Stellar --- Hooklift Mechanisms
Ace --- Solid Waste Solutions (Cart Dumpers
Armlift --- Aerial devices
Axion --- Aerial Lift Devices

TSE --- Mechanical Rodding Machines, Cable Cutter/ Scrappers
Warren Manufacturing --- Dump Bodies, Sewerage Bodies, Dump Trailers
Rotobec --- Knuckle Booms
Elliot --- Stick Booms
Redding --- Utility and Service Bodies
Bosch RexRoth --- Central Hydraulic Systems
Force America --- Central Hydraulic Systems
Certified Power --- Central Hydraulic Systems
Trius Inc. --- Custom Hydraulic Solutions
Allied Mobile Systems --- Central Hydraulic Systems
Anthony Liftgates --- Hydraulic and Electric Liftgates
Aero/ Pioneer/ U.S. Tarp and Pull Tarp --- Tarp Manufacturers

Sincerely,

A handwritten signature in black ink that reads "Robert C. Hamilton". The signature is written in a cursive style with a long horizontal stroke at the end.

Robert C. Hamilton, Exec VP
Trius Inc.

GENERAL CONDITIONS

Term: Award period shall be for **five (5)** years from June 24, 2023 through June 23, 2028.

Blanket Price Agreement: This bid will result in a blanket price agreement.

Piggybacking: Onondaga County allow(s) all municipal entities and authorities authorized under the General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor. *Municipalities outside of New York State may participate if allowed by local law , also at the discretion of the vendor*

Total MSRP: MSRP plus destination charges to dealer = Total MSRP

Pricing: Vendors **MUST** provide verified pricing from the manufacturer. MSRP plus destination charges to dealer.

Escalation: The discounts provided for the vehicles and vehicle options cannot be decreased. This is the basis for price escalation for the term of the contract. Model Year increases to the MSRP are acceptable as long as discounts are applied as bid.

Payment: Payments will be made with the PeopleSoft Purchase Order, receipts, vendor's original invoice and voucher. (For Onondaga County, City of Syracuse, Syracuse School District, Syracuse Airport Authority and Otsego County, Oswego County and City of Oswego).

Award: Award is by Truck manufacturer. with a discount from Total MSRP and discount from option list One award per manufacturer. Vendor must bid on all trucks itemized in their category. Bidders may supply multiple manufacturers/sources for the Dump Bodies, Snowplows and associated options accessories are a minimum of 30% from Body vendors. Vendor Must Provide a list of body vendors that are going to participate in this contract (see pricing pages). Equipment vendors can offer their complete lines as part of the contract. A letter of commitment from body companies shall be provide at time of bid award.

To Include:

Rack bodies and Tank bodies
Service bodies
Utility/Bucket bodies
Wrecker bodies/rollbacks
Emulsion bodies
Dump bodies
Van bodies/reefer bodies
Utility bodies
Hook lift bodies
Attenuator bodies
Refuse bodies
Front loaders
Side loaders
Rear loaders
Roll offs

GENERAL CONDITIONS (Cont'd)

Lower Pricing: Municipalities reserve the right to negotiate lower pricing with the awarded vendors. Awarded vendors may offer a quantity discounts.

Government Mandated Program Price Adjustment: An adjustment in price may be permitted if a government mandated program such as a new standard for emissions takes effect and suitable documentation is furnished.

Delivery: Delivery shall be expressed in the number of calendar days required to make delivery after receipt of a purchase order. Delivery shall be made in accordance with the instructions on the purchase order from each Municipality and what is listed on the contract. The Contractor shall acknowledge receipt of the purchase order. If the ordering agency has not received acknowledgement within two (2) weeks, the contractor shall be contracted.

Delivery Certification: The Contractor shall secure a signed receipt from the Ordering agency certifying to the delivery of the vehicle. In the event deficiencies are later noted and a properly signed receipt if not available, the Contractor will be responsible.

Shipping Dates and Delivery Time:

- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order.
- Contractor shall provide ordering agency with anticipated shipping date of completed vehicle with written acknowledgment of order.

Contractors will notify the Division of Purchase in writing of the manufacturer's production build-out date. Such notification **MUST** be submitted immediately upon the contractor being notified by the manufacturer.

The resulting Contractor may supply the next model year vehicle if a build-out date has occurred for the trucks they are awarded. Prices will be held to discount from Total MSRP and the option discount pricing provided in bid. All specifications, terms and conditions of this bid remain in effect for the contract period. If no new model year has been awarded the Contractor may continue to supply the current model year vehicles until depletion of stock or manufacturer's production build-out.

Delivery: Price shall include all customs duties and charges, all vehicle preparation and clean-up charges, New York State motor vehicle inspection, installation charges and all other incidentals normally included with providing and delivery of a vehicle including the manufacturer's fees such as destination charges.

Regulations: The completed vehicle shall conform to all applicable federal, state and local laws in effect at the time of delivery.

Service: Prior to delivery, the vehicle shall be completely serviced by the contractor in his own shop. Servicing shall include New York State inspection, engine tune-up, lubrication, wheel alignment, front wheel balancing and all other checks and adjustments required for full, proper servicing of a new vehicle.

GENERAL CONDITIONS (Cont'd)

Qualification of Bidder: Bids for the vehicle will be considered only from manufacturers. Or from factory branch dealers, or manufacturer's franchised dealers. Bidders must be OEM authorized. OEM certification must be available on request.

Delivery Condition: Vehicles must be delivered strictly in accordance with specifications. Delivery must be coordinated with the department and delivery shall be made during normal working hours.

Guarantees by the Contractor: The manufacturer's standard warranty shall be provided.

Manuals: One (1) copy of truck maintenance, parts, and operational manuals plus parts lists (if available) shall be delivered to the purchasing agency with the truck, including and not limited to:

1. Driver's manual
2. Cab-chassis service repair manual including a complete parts list, lube chart and wiring, hydraulic and air schematics.
3. Dump body, hoists, spreaders plows and hydraulic pump service. And repair manual including a complete parts list.

MINIMUM SPECIFICATIONS

Scope: Provide Class 8 heavy duty cab-chassis truck(s) with GVWR of 33,000 lbs or more which may include installed Optional Body(s) plows and associated accessories for any Municipalities authorized under General Municipal Laws of the State of New York as specified below.

Total MSRP: MSRP plus destination charges to dealer = Total MSRP.

Award will be based on discount from TOTAL MSRP and Discount on Options per Example:

The discounts are the constant that allows price increases for model year increases.

Reporting: A quarterly report of vehicles ordered will be provided to Tierza Sovocool at the Onondaga County Division of Purchase at tierzasovocool@ongov.net.

Additional Body companies can be added First Week of September during the term of the contract. Body Companies will agree to work with all the awarded truck dealers.

New vehicles models can be added as long as they meet the current pricing discount as the vehicles they are replacing.

Bidder Note: Vendor shall provide a discount of **12 %** or better from list price for OEM options. The same discount offered shall be for non OEM accessories and related equipment. The accessories and related equipment prices are provided as options to the award. Prices shall be in electronic form and award will be based on total price of vehicles with OEM options by manufacturer. This formula is for bidding purposes to make an award for truck manufactures.

Example of Pricing for Vehicle:

Manufacturer/Model: AAA Total MSRP 100,000.00

Discount from Total MSRP: 30%

Price of Vehicle: \$70,000.00

Options - Discount from OEM list 12% or better

OEM Options \$20,000 x 12%

OEM Option pricing: 17,600.00

Total price of Vehicle with OEM options \$87,600.00

MINIMUM SPECIFICATIONS (Cont'd)

Price and Delivery Allowances: Pricing will be FOB to any location in New York State. The Delivery Allowance Schedule (DAS) will apply to all Counties in New York State. The DAS will be as follows:

The Contractors will be required to delivery vehicles anywhere within New York State boundaries. Each contractor will be reimbursed for this delivery according to the following Delivery Allowance Schedule (DAS). The DAS shall indicate the maximum dollar amount that will be paid for delivery from the Contractor's point of business, to the delivery location. Municipalities may pick-up vehicle(s) at the Contractor or pre-delivery service dealer location with no delivery allowance charge applied.

The DAS will be used as follows: If the Contractor point of business is in Albany (Region 3) and the desired delivery point is in White Plains (Region 5) the delivery charge will be \$230.00. This charge should be added to the invoice. Each contractor will only be concerned with their particular region (i.e. if the contractor's point of business is in Region 1, the only row that will be utilized is the first one).

Delivery to Region						
Region	1	2	3	4	5	6
1	\$160	\$230	\$380	\$440	\$520	\$680
2	\$230	\$160	\$230	\$230	\$290	\$520
3	\$380	\$230	\$160	\$230	\$230	\$520
4	\$440	\$230	\$230	\$160	\$440	\$660
5	\$520	\$290	\$230	\$440	\$160	\$260
6	\$680	\$520	\$520	\$660	\$260	\$160

Region 1	Region 2	Region 3	Region 4	Region 5	Region 6
Allegany	Broome	Albany	Clinton	Dutchess	Bronx
Cattaraugus	Cayuga	Columbia	Essex	Orange	Kings
Chautauqua	Chenango	Fulton	Franklin	Putnam	Nassau
Chemung	Cortland	Greene	St. Lawrence	Rockland	New York
Erie	Delaware	Hamilton		Sullivan	Queens
Genesee	Herkimer	Montgomery		Ulster	Richmond
Livingston	Jefferson	Rensselaer		Westchester	Suffolk
Monroe	Lewis	Saratoga			New Jersey
Niagara	Madison	Schenectady			
Ontario	Oneida	Schoharie			
Orleans	Oswego	Warren			
Schuyler	Otsego	Washington			
Seneca	Tioga				
Stuben	Tompkins				
Wayne					
Wyoming					
Yates					

MINIMUM SPECIFICATIONS (Cont'd)

- Contractor shall furnish the agency with written acknowledgment of the shipping date at least two weeks prior to shipment.
- If the shipment will not be made within the delivery time, the Contractor will be required to notify the agency in writing at least two (2) weeks prior to the date of the original delivery. This notification must include the reasons for the delay and the latest date the vehicle will be shipped.
- All correspondence on shipping dates and delivery time shall be directed to the ordering agency's contact person.

Bidders to Supply:

- Reflectors: All reflectors shall have Lexan lenses and shall be permanently attached to the truck with mechanically, screw –type fasteners.
- Reflector Kit: shall consist of three (3) bi-directional, reflective triangles conforming to federal regulations. The kit shall be provided in a fully closed, metal or impact resistant plastic, reusable container.
- Fire Extinguisher: Shall be 10-lb. capacity, dry chemical-type for Class A, B, and C fires and shall be mounted inside the cab.
- Back-up Alarm: Vehicle to be equipped with electric back-up alarm, Preco 250 (or equal).

Prepared for:
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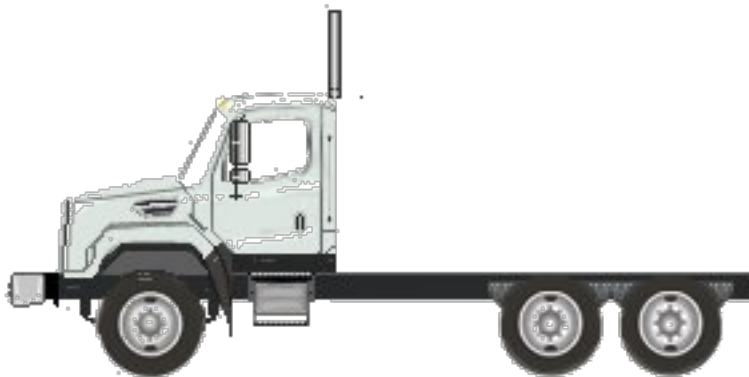
Prepared by:
Shaw Khan
NEW YORK FREIGHTLINER
WESTERN STAR
12901 ATLANTIC AVENUE
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Phone: 516-724-6979

A technical specification and proposal for
THE VILLAGE OF SCARSDALE

Prepared by
NEW YORK FREIGHTLINER WESTERN STAR
Shaw Khan

Jan 23, 2024

**2025 Freightliner 114SD Plus
6X4 PLOW DUMP**



Components shown may not reflect all spec'd options and are not to scale

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Freightliner reserves the right to change specifications, prices, and weights, without notice.

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S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear	Retail Price
Price Level			
SD PRL-28D (EFF:MY25 ORDERS)			STD
Data Version			
SPECPRO21 DATA RELEASE VER 026			N/C
Vehicle Configuration			
114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476	\$169,624.00
2025 MODEL YEAR SPECIFIED			STD
SET BACK AXLE - TRUCK	480	-480	(\$2,235.00)
TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560, WITHOUT END OF FRAME AIR CONNECTIONS	15	15	\$658.00
LH PRIMARY STEERING LOCATION			STD
General Service			
TRUCK CONFIGURATION			STD
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
CARB EMISSIONS CERTIFICATION NOT FOR INITIAL REGISTRATION IN CALIFORNIA AND CARB OPT-IN STATES -CARB CLEAN IDLE (6X4 INCH LABEL ON LOWER FORWARD DRIVER DOOR)			\$112.00
NONE			N/C
CONSTRUCTION SERVICE			STD
GOVERNMENT BUSINESS SEGMENT			N/C
DIRT/SAND/ROCK COMMODITY			N/C
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
MAXIMUM 8% EXPECTED GRADE			STD
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
FREIGHTLINER LEVEL II WARRANTY			N/C

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Description	Weight Front	Weight Rear	Retail Price
EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs			
Truck Service			
FRONT PLOW/END DUMP BODY			N/C
TRUIS INC			N/C
Engine			
CUM X12 455V HP @ 1900 RPM, 1550 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC	-390	-45	(\$639.00)
Electronic Parameters			
65 MPH ROAD SPEED LIMIT			N/C
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
PTO MODE ENGINE RPM LIMIT - 900 RPM			N/C
PTO GOVERNOR RAMP RATE - 50 RPM PER SECOND			N/C
ONE TEM PTO SPEED			N/C
PTO SPEED 1 SETTING - 800 RPM			N/C
PTO MINIMUM RPM - 700			N/C
REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
PTO 1, WITH SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, ENGAGE BEFORE DRIVING INTERLOCKS			N/C
Engine Equipment			
EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION			N/C
STANDARD OIL PAN			STD
ENGINE MOUNTED OIL CHECK AND FILL			STD
SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10		\$562.00
DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10		\$159.00
(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES			STD
BATTERY BOX FRAME MOUNTED			STD
STANDARD BATTERY JUMPERS			STD

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Description	Weight Front	Weight Rear	Retail Price
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			\$18.00
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
NON-POLISHED BATTERY BOX COVER			STD
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH WITH LOCKING PROVISION MOUNTED OUTBOARD DRIVER SEAT	2		\$195.00
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$88.00
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS			STD
CUMMINS NATURALLY ASPIRATED 25.9 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE			N/C
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$816.00
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			STD
11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			N/C
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
13 GALLON DIESEL EXHAUST FLUID TANK			STD
100 PERCENT DIESEL EXHAUST FLUID FILL			STD
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5	\$199.00
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD			\$48.00
AIR POWERED ON/OFF ENGINE FAN CLUTCH			STD

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Description	Weight Front	Weight Rear	Retail Price
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
CUMMINS SPIN ON FUEL FILTER			N/C
COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
1500 SQUARE INCH ALUMINUM RADIATOR			N/C
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
RADIATOR DRAIN VALVE			N/C
DELCO 12V 39MT HD/OCV STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45		N/C

Transmission

ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100	\$13,687.00
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Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			STD
ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD

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Description	Weight Front	Weight Rear	Retail Price
2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY			STD
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS			STD
MAXIMUM ENGINE SPEED FOR PTO OPERATION 5000 RPM			N/C
MAXIMUM OUTPUT SPEED FOR PTO ENGAGEMENT 4000 RPM			N/C
MAXIMUM OUTPUT SPEED FOR PTO OPERATION 6000 RPM - ALLISON 5TH GEN TRANSMISSIONS			N/C
QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS			\$125.00
ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			\$125.00
CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			N/C
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			N/C
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			\$254.00
TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED			STD
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment

DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190		\$3,436.00
MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$68.00
NON-ASBESTOS FRONT BRAKE LINING			STD

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Description	Weight Front	Weight Rear	Retail Price
CAST IRON OUTBOARD FRONT BRAKE DRUMS			STD
FRONT BRAKE DUST SHIELDS	5		\$102.00
FRONT OIL SEALS			STD
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
STANDARD SPINDLE NUTS FOR ALL AXLES			STD
HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS			\$60.00
STANDARD KING PIN BUSHINGS			STD
TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
POWER STEERING PUMP			STD
4 QUART POWER STEERING RESERVOIR			N/C
OIL/AIR POWER STEERING COOLER			N/C
CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			\$17.00
Front Suspension			
20,000# FLAT LEAF FRONT SUSPENSION	310		\$815.00
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			N/C
FRONT SHOCK ABSORBERS			\$121.00
Rear Axle and Equipment			
RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		420	\$3,884.00
4.56 REAR AXLE RATIO			N/C
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-10	-10	\$157.00
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	\$1,317.00
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE			\$24.00
INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF			N/C

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Description	Weight Front	Weight Rear	Retail Price
INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH PR LESS, DISENGAGE W/IGN OFF OR SPEEDS EXCEEDING 25 MPH			N/C
MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$563.00
NON-ASBESTOS REAR BRAKE LINING			STD
ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY			N/C
CAST IRON OUTBOARD REAR BRAKE DRUMS		40	STD
REAR BRAKE DUST SHIELDS		10	\$260.00
REAR OIL SEALS			STD
HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS			\$44.00
HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS			\$105.00
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			N/C
STANDARD REAR AXLE BREATHER(S)			STD
Rear Suspension			
TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION		490	\$3,904.00
9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)			N/C
AXLE CLAMPING GROUP			N/C
55 INCH AXLE SPACING			N/C
FORE/AFT AND TRANSVERSE CONTROL RODS			N/C
REAR SHOCK ABSORBERS - ONE AXLE			N/C
Pusher / Tag Equipment			
NO PUSHER/TAG BRAKE DUST SHIELDS			STD
Brake System			
WABCO 4S/4M ABS			(\$179.00)
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
FIBER BRAID PARKING BRAKE HOSE			STD
STANDARD BRAKE SYSTEM VALVES			STD
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
STD U.S. FRONT BRAKE VALVE			STD



Prepared for:
 JEFF COLEMAN
 SCARSDALE VILLAGE OF
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 SCARSDALE, NY 10583
 Phone: 914-722-1150

Prepared by:
 Shaw Khan
 NEW YORK FREIGHTLINER
 WESTERN STAR
 12901 ATLANTIC AVENUE
 RICHMOND HILL, NY 11418
 Phone: 516-724-6979

Description	Weight Front	Weight Rear	Retail Price
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER			\$2.00
AIR DRYER MOUNTED INBOARD ON LH RAIL			N/C
ALUMINUM AIR BRAKE RESERVOIRS	-15	-15	\$163.00
BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER TO WET TANK; DRAIN VALVE CABLES ON ALL OTHER TANKS			\$31.00
Trailer Connections			
NO TRAILER AIR HOSE			STD
NO AIR HOSE HANGER			STD
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE			\$8.00
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/C
NO TRAILER ELECTRICAL CABLE			STD
Wheelbase & Frame			
4775MM (188 INCH) WHEELBASE			N/C
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	260	150	\$1,006.00
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	180	370	\$1,500.00
TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT			N/C
1600MM (63 INCH) REAR FRAME OVERHANG			STD
FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
24 INCH INTEGRAL FRONT FRAME EXTENSION WITH 0.25 INCH INSERT	350	-50	\$954.00
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 122.44 in			
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 119.44 in			
CALC'D FRAME LENGTH - OVERALL : 320.59 in			
CALCULATED FRAME SPACE LH SIDE : 57.8 in			N/C
CALCULATED FRAME SPACE RH SIDE : 67.84 in			N/C
SQUARE END OF FRAME			STD
FRONT CLOSING CROSSMEMBER			STD

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Description	Weight Front	Weight Rear	Retail Price
STANDARD WEIGHT ENGINE CROSSMEMBER			STD
STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
STANDARD REARMOST CROSSMEMBER			STD
HEAVY DUTY SUSPENSION CROSSMEMBER		30	N/C
Chassis Equipment			
14 INCH PAINTED STEEL SEVERE DUTY BUMPER	125	-15	\$461.00
FRONT TOW HOOKS - FRAME MOUNTED	15		\$80.00
BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
NO MUDFLAP BRACKETS			STD
NO REAR MUDFLAPS			STD
HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS			\$369.00
EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE			STD
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			\$218.00
Fifth Wheel			
NO FIFTH WHEEL			STD
Fuel Tanks			
60 GALLON/227 LITER ALUMINUM FUEL TANK - LH			STD
25 INCH DIAMETER FUEL TANK(S)			STD
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
FUEL TANK(S) FORWARD			STD
PLAIN STEP FINISH			STD
FUEL TANK CAP(S)			STD
ALLIANCE FUEL FILTER/WATER SEPARATOR WITH HEATED BOWL AND PRIMER PUMP	15		\$105.00
EQUIFLO INBOARD FUEL SYSTEM			STD
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires			
MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		\$736.00



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Description	Weight Front	Weight Rear	Retail Price
MICHELIN X WORKS D 11R22.5 16 PLY RADIAL REAR TIRES		248	\$512.00
Hubs			
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels			
ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		\$204.00
ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104	STD
FRONT WHEEL MOUNTING NUTS			STD
REAR WHEEL MOUNTING NUTS			STD
Cab Exterior			
114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
AIR CAB MOUNTING			STD
CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2		\$53.00
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
SHORT FENDER WITH MUDFLAP			\$141.00
BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		\$115.00
SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT			\$80.00
BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL			\$253.00
STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS			\$88.00
CHROME HOOD MOUNTED AIR INTAKE GRILLE			\$15.00
FIBERGLASS HOOD			STD
HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5		\$117.00
SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED			STD
DUAL ELECTRIC HORNS			\$14.00
SINGLE HORN SHIELD			STD
REAR LICENSE PLATE MOUNT END OF FRAME			STD

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Description	Weight Front	Weight Rear	Retail Price
HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS			N/C
LED AERODYNAMIC MARKER LIGHTS			STD
WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER			\$162.00
DAYTIME RUNNING LIGHTS			STD
INTEGRAL LED STOP/TAIL/BACKUP LIGHTS			\$175.00
STANDARD FRONT TURN SIGNAL LAMPS			STD
DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE			STD
DOOR MOUNTED MIRRORS			STD
102 INCH EQUIPMENT WIDTH			STD
LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			STD
RH DOWN VIEW MIRROR			\$21.00
STANDARD SIDE/REAR REFLECTORS			STD
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER			\$87.00
63X14 INCH TINTED REAR WINDOW			STD
TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS			STD
RH AND LH ELECTRIC POWERED WINDOWS			STD
1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD			\$423.00
2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED			(\$64.00)

Cab Interior

RUGGED TRIM PACKAGE			STD
GRAY & CARBON VINYL INTERIOR "RUGGED"			STD
CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)			STD
MOLDED PLASTIC DOOR PANEL			STD
MOLDED PLASTIC DOOR PANEL			STD
BLACK MATS WITH SINGLE INSULATION			STD
(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET			\$42.00
FORWARD ROOF MOUNTED CONSOLE			STD
LH AND RH KICKPLATES			\$131.00

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Description	Weight Front	Weight Rear	Retail Price
DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
(2) CUP HOLDERS LH AND RH DASH			STD
M2/SD DASH			STD
5 LB. FIRE EXTINGUISHER	10		\$60.00
HEATER, DEFROSTER AND AIR CONDITIONER			STD
STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE			\$31.00
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
STANDARD HEATER PLUMBING			STD
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
BINARY CONTROL, R-134A			STD
PREMIUM INSULATION			\$145.00
SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
PREMIUM LED CAB LIGHTING			\$56.00
NO SECURITY DEVICE			(\$300.00)
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
KEY QUANTITY OF 6			\$36.00
LH AND RH ELECTRIC DOOR LOCKS			STD
TRIANGULAR REFLECTORS WITHOUT FLARES	10		\$31.00
PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70		\$414.00
BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	\$255.00
DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8		\$138.00
LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER			(\$76.00)
BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER			(\$70.00)
HIGH VISIBILITY ORANGE SEAT BELTS			\$26.00
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD

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Description	Weight Front	Weight Rear	Retail Price
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS			STD
DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls			
ELECTRONIC ACCELERATOR CONTROL			STD
NO INSTRUMENT PANEL-DRIVER			STD
FULLY CONFIGURABLE CENTER INSTRUMENT PANELS			STD
ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			N/C
BRIGHT ARGENT FINISH GAUGE BEZELS			STD
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY			\$32.00
87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3	\$77.00
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
2 INCH ELECTRIC FUEL GAUGE			STD
ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS			\$134.00
QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS			\$96.00
QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP			\$6.00
ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR			N/C
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD



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Description	Weight Front	Weight Rear	Retail Price
DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY			STD
ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY			STD
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			\$40.00
NO OBSTACLE DETECTION SYSTEM			(\$4,324.00)
NO DR ASSIST SYSTEM			(\$32.00)
NO VEHICLE STABILITY ADVISOR OR CONTROL			(\$1,019.00)
NO LANE DEPARTURE WARNING SYSTEM			(\$1,080.00)
NO OVERHEAD INSTRUMENT PANEL			STD
QUICKFIT PROGRAMMABLE INTERFACE MODULE + (4) 20 AMP FUSED RELAYS	10		\$173.00
RAM MOUNT OVERHEAD CONSOLE WITH POWER AND GROUND			\$46.00
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939			STD
DASH MOUNTED RADIO			STD
(2) RADIO SPEAKERS IN CAB			STD
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF			STD
POWER AND GROUND WIRING PROVISION OVERHEAD			N/C
ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			N/C
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS			STD
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
STANDARD VEHICLE SPEED SENSOR			STD
ELECTRONIC 3000 RPM TACHOMETER			STD
DETROIT CONNECT PLATFORM HARDWARE			STD
3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT			N/C

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Description	Weight Front	Weight Rear	Retail Price
TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL			STD
IGNITION SWITCH CONTROLLED ENGINE STOP			STD
FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT			\$165.00
HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER			\$15.00
HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS IGNITION POWER			\$15.00
HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS IGNITION POWER			\$15.00
HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMPS IGNITION POWER			\$15.00
PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY			\$12.00
(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN			STD
NO TRAILER HAND CONTROL BRAKE VALVE			STD
DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY			N/C
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES			\$17.00
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			STD
NO WRG/SW-OPTL #2, CHAS, AIR			STD
Design			
PAINT: ONE SOLID COLOR			STD
Color			
CAB COLOR A: L0006EY WHITE ELITE EY			STD
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD

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Description	Weight Front	Weight Rear	Retail Price
POWDER BLACK (N0001EA) FRONT WHEELS/RIMS (PKBLK21, BK, PB1)			\$46.00
POWDER BLACK (N0001EA) REAR WHEELS/RIMS (PKBLK21, BK, PB1)			\$184.00
STANDARD BLACK BUMPER PAINT			STD
STANDARD E COAT/UNDERCOATING			STD
Certification / Compliance			
U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options			
DEALER/CUSTOMER ADVISED AND ACCEPTS BUMPER SHOULD BE REMOVED PRIOR TO RECOVERING/TOWING THE VEHICLE PER FRACAS:11687			N/C

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$202,075.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	10194 lbs	7911 lbs	18105 lbs
Total Weight ⁺	10194 lbs	7911 lbs	18105 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

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Onondaga County Bid #10914 Contract #5454 pricing Model Year 2025		1/23/2024
2025 114SD SBA PLUS ITEM #2 (MSRP) INCLUDES DESTINATION	\$ 170,764.00	
DISCOUNT (41.19%) FROM (MSRP) FOR 114SD SBA PLUS	\$ (70,337.69)	
		\$ 100,426.31
OPTIONS +/- REQUESTED BY CUSTOMER (MSRP)	\$ 34,686.00	
DISCOUNT (38.99%) FROM MSRP	\$ (13,524.07)	
		\$ 21,161.93
NON-DISCOUNTABLE FACTORY OPTIONS AND CHARGES		
CARB 2022 CERTIFICATION X12	\$ 1,590.00	
M2/SD PLUS ESCALATOR	\$ 1,185.00	
FRONT TIRE SURCHARGE	\$ 130.00	
REAR TIRE SURCHARGE	\$ 520.00	
CUMMINS TARIFF CHARGE	\$ 205.00	
MY25 ESCALATOR	\$ 2,250.00	
GHG24 SURCHARGE	\$ 450.00	
		\$ 6,330.00
EXTENDED WARRANTY		
ENGINE HD1 5 YEARS / 200,000 MILES	\$ 875.00	
TRANSMISSION ALLISON 4500 RDS 5 YEARS/UNLIMITED MILES	\$ 1,216.25	
AXLE: TANDEM REAR ONLY 5 YEAR/100,000 MILE	\$ 212.50	
CHASSIS ATS 5 YEARS/100,000	\$ 287.50	
	\$ -	
		\$ 2,591.25
Subtotal Delivered cab chassis		\$ 130,509.49
Body and Equipment sourced from Trius Inc	\$ 246,071.43	
DISCOUNT (30%)	\$ (73,821.43)	
Subtotal body and Equipment		\$ 172,250.00
Delivery allowance from region 6 Queens to region # 5		\$ 260.00
Total Price Complete Delivered Unit		\$ 303,019.49
TOTAL # OF UNITS	1	\$ 303,019.49

** Payment terms**

Cab/Chassis Net 30 days from delivery to the body and equipment vendor.
 Body Net 30 days from delivery and acceptance of the completed unit.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

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TRIUS inc.

458 JOHNSON AVENUE • PO BOX 158 • BOHEMIA, NY 11716
631.244.8600 • FAX 631.244.8661
www.triusonline.com



December 6, 2023

Diehl's Truck World
129-01 Atlantic Ave
Queens, NY 11418

Attn: Doug Austin, Dealer Principal

RE: Scarsdale – Tandem Axle – Dual Auger

Dear Dan,

Trius Inc. is pleased to provide a quote to you for the following equipment:

One (1) Swenson 14' Dual Auger Combination Body

- APB 14-42-52-62 7g Stainless steel 201
- Rear discharge all-purpose body made from 7g stainless steel
- 84" Inside Width / 96" Outside Width
- Dual Augers, 14' Length, 42" sides, 6" Wide sideboard pockets – sideboards
- Floor manufactured from 3/16" AR450
- Crossmemberless construction
- 62" Headsheet, ½ (24") cab shield constructed of 10ga stainless steel, (3) forward facing light holes in Cab shield, (1) light hole on each side of cab shield
- Trunnion mounted double acting telescopic hoist
- Rear spinner assembly w/ 20" poly disc
- Rear corner post constructed of 7g stainless steel 201
- Air cylinder tailgate release, 52" 6-panel double acting tailgate
- Tailgate constructed of 7g stainless steel 201, Stainless steel tailgate hardware & chains
- (3) ovals in rear corner post with S/T/T, back up and reverse lights and 1 strobe on each side
- Stainless steel fold up ladder
- *(2) 160 gal pre-wet tanks, 38° side slope to fit tanks
- Spray nozzles to spray material at discharge
- Estimated Capacity: 11.5 cu. yd. struck capacity, 14.9 cu. yd sideboard capacity
- US Tarp Electric Tarping System, Asphalt Tarp
- Back up Camera System
- Plow Lights Mounted on SS Brackets
- 2 Work Lights, Location TBD
- 5/8" Pintle Plate, 25 Ton Swivel Pintle Hook, Trailer Plug, D-Rings
- Poly Fenders with Mud Flaps
- Buyers Toolbox, Size and Location TBD
- Top Screens and Auger Cover Plate Included

One (1) Force Central Hydraulic System

- 5100EX Spreader controller
- Conveyor and liquid sensor cable
- Add-a-fold load sense valve
- Stainless steel combination valve enclosure/ hydraulic tank
- Liquid pre-wet and anti-ice
- Force TXV 92 transmission mounted hydraulic pump
- Hot shift PTO

One (1) Wausau 225C Pin On Hitch

- Extension Tube - Used with double ear or cable lift or 3 chain lift
- Hardware kit with thrust arms for 34" frame width
- Generic no front mount wing
- Double Acting - 5" Bore x 5" Stroke
- Paint = Black

One (1) 12' Henke Snow Plow

- 43R12JP,SSTE - 12 foot reversible plow
- 12' long x 43" high with 3/8" poly, "inverted J" style moldboard
- Top angle: 3" x 2-1/2" x .3/8"
- Bottom angle: 4" x 3" x 1/2"
- Ribs: (10) 1/2" with two horizontals support for added rigidity
- (6) moldboard to push-frame connection points with bushings
- Blue poly moldboard sheet
- (SSTE) square spring trip-edge with single shaft
- Push-beam: 4" x 4" x 3/8" x 109.25" long
- Heavy-duty triangular shaped A-frame with 3/8" thick upper and lower plates
- A-frame to push-frame pivot pin is 2.5" diameter
- Hydraulic power reverse with (2) 3" x 16" x 3" D.A. cylinders
- Reversing cylinders are located on the outside of the triangular shaped A-frame for ease of maintenance
- Cushion valve to relieve plow power reversing cylinders mounted on A-frame
- Henke cable and drum style level lift
- Hitch plow half: (UH30.5) universal pin on connection
- Rubber shield
- Dual stabilizer bars with (3) adjustable layback positions
- Rod Markers - Heavy duty with steel cable
- Sixth spring kit
- Jack-stand that stores on the plow when not in use
- Kuper Cutting Edge Kit with Curb Guards Installed

Coatings

- Megaflex Coating on Plow Hitch and Pintle Plate
- Ziebart Coating on Chassis Rails Aft of Cab

QUOTED PRICE - \$241,267.14
30 Percent Off Onodaga Contract ~~Deduct \$72,380.14~~
Total Quoted Price \$168,887.00

OPTION:

Single Lane Spray Anti-ice Spray Bar:	\$4,804.29
30 Percent Off Onodaga Contract	Deduct \$1,441.29
Total Option Quoted Price	\$3,363.00

Quote is good for 30 days. Current pricing for future orders is being evaluated and will be adjusted on an ongoing basis due to the continuing pressures from the metal commodities and other related products. All quotes are subject to review and repricing at any time. If you have any additional questions, please feel free to give me a call.

Very truly yours,

Tom Iacobellis
Sales Representative

**RESOLUTION RE: AWARD OF A CONTRACT FOR THE PURCHASE
 OF A SEWER CAMERA**

WHEREAS, the Superintendent of the Department of Public Works has requested authorization to purchase one (1) new EnviroSight Rovver X HD camera system to enable the Village to perform certain sewer and other underground televised inspections; and

WHEREAS, at the meeting on January 23, 2024, the Village Board authorized the use of funds from the distribution from the State of New York for the Federal American Rescue Plan Act (ARPA) for the purchase of a sewer camera; and

WHEREAS, New York State General Municipal Law, Section 103, authorizes the Village of Scarsdale to “piggyback” on contracts let by the United States, or any agency thereof, or by any state or any other political subdivision or district therein, provided said contract was let in a manner that is consistent with State Law competitive bidding procedures, and further, that provision was made in the underlying bid documents enabling municipalities to utilize said bid award thereby eliminating the need for competitive bidding by the Village; and

WHEREAS, Sourcewell is a political subdivision of the State of Minnesota (created under Minnesota State Statutes Section 113A.21) that offers cooperative procurement solutions to government entities, including local municipalities throughout the United States; and

WHEREAS, Sourcewell let and awarded Sourcewell Contract #120721-EVS for underground infrastructure inspection and rehabilitation equipment in a manner consistent with New York’s competitive bidding procedures on the basis of best value to EnviroSight LLC, 111 Canfield Avenue, Building C, Randolph, NJ 07869, whose regional vendor is Joe Johnson Equipment, LLC, 62 LaGrange Avenue, Rochester, New York 14613; and

WHEREAS, the Village Board has adopted a local law on November 14, 2023, authorizing the Village to utilize contracts awarded on the basis of best value; and

WHEREAS, Superintendent Coleman has reviewed the Sourcewell Contract #120721-EVS from the Sourcewell purchasing cooperative and recommends utilizing this contract for the purchase of a sewer camera; now, therefore, be it

RESOLVED, that the Scarsdale Board of Trustees authorize the Village Manager to “piggyback” off of Sourcewell Contract #120721-EVS to purchase the aforementioned EnviroSight Rovver X HD camera system in substantially the same form and terms as the underlying Sourcewell Contract #120721-EVS as attached hereto, from EnviroSight LLC, 111 Canfield Avenue, Building C, Randolph, NJ 07869, through its regional vendor, Joe Johnson

Equipment LLC, 62 LaGrange Ave, Rochester, New York, in the amount of \$132,300; and be it further

RESOLVED, that the Village Manager is herein authorized to undertake all administrative acts required pursuant to the terms of the agreement.

Date: February 13, 2024



To: Alexandra Marshall, Acting Village Manager

From: Tyler Seifert, Department of Public Works

Date: February 07, 2024

RE: Sewer Camera: Sourcewell

MEMORANDUM
Department of Public Works

\$40,000 was appropriated in the 2023/2024 budget for the purchase of a sewer inspection camera. The Department has investigated many stand-alone sewer inspection cameras/crawlers/tether/screen/control packages capable of being placed in a vehicle and transported to the jobsite (rather than a vehicle dedicated for that purpose). Many of the standalone packages commercially available, while inexpensive to purchase, are expensive to maintain and susceptible to damage and becoming stuck in the pipe during inspection operations.

The Department has identified the EnviroSight Rovver X sewer camera as appropriate for our operation given the anticipated frequency of use. The cost is \$132,300 (which includes training).

The EnviroSight Rovver X sewer camera will be purchased from Joe Johnson Equipment which is an authorized dealer under Sourcewell Contract # 120721. The Village Board has adopted local law chapter 19 of the Village code on November 14, 2023 authorizing the Village to utilize contracts awarded on the basis of best value. This purchase is being made from a contract that was awarded on best value. Joe Johnson Equipment was the 3rd highest ranked bidder but best suits the Village's need.



Proposal Evaluation

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services RFP #120721

	Possible Points	Advanced Pace Technologies, LLC dba Advanced Plumbing Technology	Aries Industries	Best Equipment Company, Inc. (Envirosight, LLC)	CUES, Inc	DuCo, LLC (Rausch Electronics USA, LLC)	HBM Group, Inc.	Hurco Technologies, Inc.
Conformance to Terms/ Conditions to Include Documentation	50		44	44	38	34		41
Pricing	400		347	334	304	338		331
Financial, Industry and Marketplace	75		65	62	62	58		59
Bidder's Ability to Sell/ Service Contract Nationally	100		84	89	82	74		70
Bidder's Marketing Plan	50		43	44	37	41		39
Value Added Attributes	75		65	65	54	60		57
Warranty Coverages and Information	50		43	41	41	42		41
Selection and Variety of Products and Services Offered	200		163	159	157	163		143
Total Points	1,000		854	838	775	810		781
Rank Order			1	3	6	4		5

	Possible Points	Infratech Solutions, LLC	Insight Vision Cameras (Alliance Technology, LLC)	RapidView, LLC	SB Manufacturing, Inc. (Superior Broom, Inc.)	Visual Imaging Resources, LLC dba VIR Proteus	Wachs Utility Products (Illinois Tool Works)
Conformance to Terms/ Conditions to Include Documentation	50	32	35	44		38	35
Pricing	400	241	276	329		321	288
Financial, Industry and Marketplace	75	48	57	68		58	59
Bidder's Ability to Sell/ Service Contract Nationally	100	59	68	85		74	67
Bidder's Marketing Plan	50	32	37	44		38	31
Value Added Attributes	75	47	52	63		47	52
Warranty Coverages and Information	50	35	33	40		38	36
Selection and Variety of Products and Services Offered	200	153	145	166		149	126
Total Points	1,000	647	703	839		763	694
Rank Order		10	8	2		7	9

DocuSigned by:
Greg Grunig
7DDDC9FD8B3D45D...

Greg Grunig, Procurement Lead Analyst

DocuSigned by:
Chris Robinson
7434AAB8E234AE7...

Chris Robinson, CPSM, Procurement Manager

DocuSigned by:
Brandon Town
7BCA93CD6377421...

Brandon Town, CPSM, CPSD, Procurement Analyst

DocuSigned by:
Nick Scholer
4513A60DCA01467...

Nick Scholer, Procurement Analyst



Clean Air. Clean Water. Clean Streets.

November 29, 2023

Village of Scarsdale, NY

Attention: Jeffrey C. Coleman

Thank you for the opportunity to respond to your request for a Sewer Camera system. At Joe Johnson Equipment LLC we represent Envirosight sewer inspection equipment. The Envirosight name is synonymous with quality and leadership within the industry.

The following proposal is for a brand new Envirosight Rover X HD system and will include everything listed below.

Rover X System Includes:

RCX90 High Resolution CCD Color Zoom Camera

- 10X optical and 12 X digital zoom
- Auto shutter
- Auto/manual focus
- LED lighting
- 270-degree tilt, and 360 degree rotation
- On screen pressure sensor
- Twin laser diodes for measuring features within the pipe

Rover X RX130 Crawler

- Steerable with twin high-performance motors and 6 wheel drive
- Anodized aluminum/stainless steel chassis
- Pressure indicator
- Inclination and tilt sensors
- Location sonde transmitter, 512 Hz.
- Integral Rear viewing back up camera
- Quick change wheel hubs (tool free) with wheels (6 small rubber, 4 medium rubber, 4 large rubber, 2 climbers).

VC500 Operator Pendant and Wireless Controller

- 10.1" handheld touch screen monitor for viewing, and recording video
- Dual joysticks for camera, crawler, and cable reel functions
- Ability to record digital video, and digital still photos
- 32 GB internal memory for data storage
- Can-bus control architecture to allow diagnostic monitoring and future upgradeability
- Wincan Pro Touch software embedded in pendant

jjei.com

ALBANY 518.487.4011 BARRIE 705.733.7700 CALGARY 403.355.3414 CAMBRIDGE 519.766.3767 CHILE +56 2 429 4190 EDMONTON 780.469.1584 HALIFAX 902.468.7700 MONTREAL 450.253.0805 OTTAWA 613.733.7700 ROCHESTER 585.254.7700 TORONTO 905.474.9993 WINNIPEG 204.338.0556



Clean Air. Clean Water. Clean Streets.

- Ability to measure wall defects, obstructions, bends, branch angles, flow level, and inclination
- Captured visual data can be printed directly from pendant into an inspection report with manhole to manhole schematic, observations, distances, and asset information. (sample report attached)

RAX300 Motorized Automatic Cable Drum

- 1,000 ft. lightweight transmission cable
- Motorized system with sensors that monitor cable tension to coordinate cable feed and retrieval
- Size: 21 x 14.5 x 24.5", weight 125 lbs. for portability
- All moving hazards on reel completely protected/enclosed to prevent injury

Included Accessories with System

- Elevator / Remote List Accessory
- LED Auxiliary Light with Backeye Camera
- Four (4) Medium Aggressive Wheel, QCD
- Four (4) Medium Grease Wheel, QCD
- Four (4) Large Aggressive Wheel, QCD
- Four (4) Large Grease Wheel, QCD
- Manhole Roller
- Tyger Tail
- Outpost

Total Purchase Price Sourcewell Contract# 120721: \$132,300.00

Pricing includes all freight, delivery, and full product training on system.

Quote is valid for 20 days.

Plus any unforeseen manufacturer surcharges

If you have any questions regarding the enclosed materials, please feel free to contact me at the number below.

Respectfully,

James Hundt

Parts and Service Support Representative – New York

Joe Johnson Equipment LLC | Clean Air. Clean Water. Clean Streets.

Subsidiary of Federal Signal Corporation

62 LaGrange Ave. Rochester, New York 14613

Tel 585.254.7700 | Cell 585.690.5335 | Fax 585.254.9122

jhundt@jjeusa.com | www.jjei.com

jjei.com

ALBANY 518.487.4011 BARRIE 705.733.7700 CALGARY 403.355.3414 CAMBRIDGE 519.766.3767 CHILE +56 2 429 4190 EDMONTON 780.469.1584 HALIFAX 902.468.7700 MONTREAL 450.253.0805 OTTAWA 613.733.7700 ROCHESTER 585.254.7700 TORONTO 905.474.9993 WINNIPEG 204.338.0556



Solicitation Number: RFP #120721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and EnviroSight LLC, 111 Canfield Ave., Building C, Randolph, NJ 07869 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 17, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

RFP 120721 - Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Vendor Details

Company Name: Best Equipment Company, Inc.
Does your company conduct business under any other name? If yes, please state: IN
Address: 5550 Poindexter Drive
Indianapolis, IN 46235
Contact: Mike Dahlmann
Email: mikedahlmann@bestequipmentco.com
Phone: 317-823-3050
Fax: 317-823-3050
HST#: 35-1097778

Submission Details

Created On: Wednesday November 10, 2021 13:50:41
Submitted On: Friday December 03, 2021 14:54:12
Submitted By: Mike Dahlmann
Email: mikedahlmann@bestequipmentco.com
Transaction #: 6146e2b9-2a24-44e3-8ac9-891a701bc8f1
Submitter's IP Address: 96.68.203.1

<p>9</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Envirosight has been serving municipalities with wastewater infrastructure inspection technology for 20 years.</p> <p>ORIGINS: In 2001, Envirosight's founder identified an unmet market opportunity where equipment capability and customer experience intersect. Simply put, the market was settling for antiquated technology, and operators were left to fend for themselves when that technology failed under the harsh real-world conditions of sewer inspection. We knew we could help buried infrastructure owners gain better insight with less suffering and win loyalty and market share in the process.</p> <p>VISION: Create an inspection technology brand offering enhanced technical capabilities and the support infrastructure to deliver a loyalty-inspiring owner experience.</p> <p>STRATEGY:</p> <ul style="list-style-type: none"> • Build a network of top-tier regional sales partners (dealers) with full on-site capabilities: service, support, inventory, and rentals. • Deliver a comprehensive basket of best-in-class wastewater infrastructure inspection, rehabilitation, and asset management solutions. • Franchise our vision for how sales and service should be run by implementing rigorous processes and training. • Build out an industry leading brand and marketing apparatus. <p>VALUES: We organize our values into three categories:</p> <p>1. Integrity</p> <ol style="list-style-type: none"> 1.1. Character is revealed in adversity. When the chips are down, we step up. 1.2. We build gratitude with each interaction. Goodwill pays dividends long-term. 1.3. Everyone makes mistakes. We own our mistakes swiftly and fully. 1.4. We never sugarcoat. We communicate directly, transparently and with empathy. 1.5. It is infinitely easier to maintain trust than regain it. <p>2. Ownership</p> <ol style="list-style-type: none"> 2.1. We run toward challenges, not away from them. 2.2. We spare no effort to ensure great outcomes for our customers. 2.3. We grow only when customers are satisfied enough to become return customers. 2.4. Our customers sign our paychecks. We don't rest until their problems are solved. 2.5. The value of every relationship is immeasurable. We treat our customers like gold. <p>3. Ingenuity</p> <ol style="list-style-type: none"> 3.1. We're problem-solvers. Tell us what needs to be done and we'll find a way. 3.2. We find the best solution—not the quickest, cheapest or easiest one. 3.3. Sewer workers face complexity, red tape and dysfunction—but never from Envirosight. 3.4. We don't throw money at a problem when brainpower and creativity can solve it. 3.5. We don't worry about the future. We envision the future and make it happen. <p>OUTCOMES:</p> <ul style="list-style-type: none"> • Having started at 7th place, Envirosight is now a leading brand in the wastewater inspection market. • Through acquisitions, we also own a revered plumber equipment brand and a distributor of cutting-edge sewer rehab technology. • Across our companies, we employ ~150 people and book annual revenue of ~\$65M. • Our platform now gives us multiple channels to market, expanding our reach far beyond municipal dealers. • Technologically, we are positioned at the forefront of trends driving our industry, including AI, cloud, SaaS and GIS/GPS.
<p>10</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, we plan to promote awareness of and engagement with the contract internally, to our dealers, and to our customers. This will include:</p> <ul style="list-style-type: none"> • Promotion of contract participation through print advertisements and at industry events. • Training of internal and channel staff on how to use the contract: advantages, benefits, procedures, and requirements. This will be conducted through online and in-person trainings, and with informational collateral. • Educating the market on the benefits of cooperative purchasing via Sourcwell using emails, blog posts, social media, white papers and webinars. • Integrating procedures in our Salesforce CRM and Pandadoc quoting platform to ensure Sourcwell is a primary purchasing option that's pursued on every qualifying sale. <p>We also plan a campaign to identify and aggressively promote the partnership between Sourcwell and Envirosight. This includes using the Sourcwell Awarded logo on all Envirosight literature and web pages.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Envirosight received two awards for new and innovative equipment in 2017 and 2018. Both awards were judged by a panel of industry experts for Environmental Protection Magazine. One was for the QuickView Air HD and the second was for the JetScan high pressure cleaning video nozzle. Both of these products create their own equipment category and continue to lead the market in performance and overall market share.
19	What percentage of your sales are to the governmental sector in the past three years	The government sector continues to be our largest revenue percentage. On average it is 85%. The remainder is mostly contractors who provide services to the government sector and other niche markets.
20	What percentage of your sales are to the education sector in the past three years	Sales to the educational sector are under 1%.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Envirosight currently holds purchasing contracts with HGAC, BuyBoard, and Ohio STS. The average annual sales volume for HGAC for the past three years is \$1.8M, for BuyBoard is \$15K, and for Ohio STS is \$997K.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA).

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Chilliwack	Jake Nesbitt	604.792.9311
Clackamas County	Russell Weber	503.722.6324
Franklin Township Sewerage Authority	Scott Nocero	732.873.2420
City of Red Deer Utilities	Curtis Ennis, C.E.T.	403.392.5802

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Envirosight directly employs the following sales/sales-enablement roles:</p> <ul style="list-style-type: none"> • One (1) global sales manager • Six (6) regional sales managers (Northeast NA, Southeast US, Midwest US, West Coast NA, Central/South America, and Europe) • One (1) strategic account manager (focused on large fleet accounts) • Five (5) marketing personnel (content, promotion, sales enablement, channel outreach) • One (1) channel service manager (training, standards compliance, performance auditing) <p>Marketing prospects are managed in Hubspot; sales opportunities (leads) and customers are managed in Salesforce.</p> <p>Our in-house sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to specialize in what they do.</p>
26	Dealer network or other distribution methods.	<p>Our dealer network in North America consists of 20 third-party dealer organizations, 175 sales reps, 52 sales locations, and 34 factory-authorized service locations. For some dealers, reps focus on Envirosight products in addition to other product lines. Other dealers have reps dedicated exclusively to the Envirosight line. At our dealers, sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to specialize in what they do. See attached dealer list of locations as well as service locations.</p> <p>All sales opportunities are forecasted and tracked in Salesforce, so we can provide ongoing promotion of Sourcewell options according to funnel stage, as well as implement methodologies to ensure compliance with Sourcewell processes and requirements.</p> <p>Our sales academy trains hundreds of partner representatives to win deals with a combination of proprietary strategies, competitive intelligence and applications expertise. We track each deal to react in real-time, make targeted interventions, and coordinate on strategic accounts. Sourcewell processes will be integrated into all facets of this sales channel management ecosystem.</p>
27	Service force.	<p>Envirosight has 34 North American factory-certified service locations, each with:</p> <ul style="list-style-type: none"> • At least one factory-trained and -certified service technician • On-site parts and accessories inventory • A dedicated service and testing room <p>We also conduct service out of our New Jersey headquarters.</p> <p>Other aspects of our service program include:</p> <ul style="list-style-type: none"> • Rental Fleet. When the unexpected happens, it's essential for customers to get back up and running quickly. We offer no-charge warranty rentals from 23 locations across the country, plus rental equipment for other needs, like when specialty jobs require special capability. • Parts Consignment. Based on a customer's fleet, we'll stock them with a consignment of spare parts, including windows, seals, retermination kits and more. They pay only for what they use, and we keep them replenished. • Maintenance Plans. Keeping to budget means managing cost-of-ownership. Envirosight makes it easy with maintenance plans and extended warranties to keep cost of ownership predictable long-term. • Warranty. Envirosight equipment is backed by one of the industry's most comprehensive warranties. • Parts Portal. Customers can gain access to our comprehensive online parts portal, where in-stock orders placed before 3:00 pm ship the same day, with next-day delivery available. • Technical Support. The Envirosight customer success team is standing by to help customers with technical issues and challenging applications—a single call to get support that's responsive, efficient and friendly. • Operator Training. Equipment operators are productive out of the gate with on-site training from certified Envirosight instructors. Not only do we cover equipment care, operation and safety, we're available to provide NASSCO PACP/MACP/LACP training, too. • Maintenance Training. If a customer runs an in-house maintenance shop, Envirosight's service training program will teach their techs to perform common repair and preventative maintenance procedures on our equipment. Training can be conducted on-site or at an Envirosight facility.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Envirosight conducts fully integrated digital marketing using the Hubspot platform, where we maintain a database of nearly 18,000 marketing contacts. We engage with those contacts ongoingly through email, social, blog and website. We have integrated Hubspot with our call tracking platform (CallRail), our CRM (Salesforce), and GoogleAnalytics. Hubspot is also integrated with all our social presences: Facebook, Instagram, Youtube, LinkedIn and Twitter.</p> <p>We place heavy focus on content marketing, which helps us pull contacts into our database when they're in the research stage of making a purchase decision. We then nurture them with ongoing communications around product and content, so that when they're ready to make a purchase decision, Envirosight is top-of-mind.</p> <p>We gateway our primary content (downloadable/maillable white papers, posters, infographics, etc.) so that we can collect additional data about each contact who requests it. We start with name, title, company, phone and email, but move progressively toward more granular information like org type, org size, miles of pipe, and other qualifying data.</p> <p>To constantly bring new contacts into our marketing database, we invest in media that drives prospects to our content, including content sponsorships, PR, Google Ads and other SEM, social media advertising, event advertising and print advertising.</p> <p>We realize that the experience with our brand starts well before a purchase and continues long after it. We invest heavily in marketing that</p> <ul style="list-style-type: none"> • Projects our brand. Our visual identity, messaging and values are broadcast across a range of digital and traditional channels. • Engages the market. Our buyers gather information before exhibiting buying intent. Through use of content and promotional marketing, we constantly engage with the market in order to capture prospects as soon as they're ready to embark on the buyer's journey. • Establishes thought leadership. Credibility is a huge component of any successful brand in our industry, and we're committed to producing non-promotional resources that help professionals and our industry advance. It builds goodwill and establishes our expertise. • Empowers sales teams. We create simple, compelling value propositions around complex technology, and deploy visually engaging collateral that helps guide the sales process. • Generates leads. Our marcomm funnel is oriented toward generating leads for on-site demonstrations. Our sales partners consistently tell us our lead generation is second-to-none in the industry. • Builds Loyalty. We support and augment the ownership experience with ongoing communication, so customers become lifetime accounts, influencers and brand ambassadors.
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>While our sales and marketing teams pride themselves on being resourceful and ambitious, we hope to depend on Sourcwell for certain resources:</p> <ul style="list-style-type: none"> • Brand assets (logos, etc.) that can be incorporated into marketing and communication campaigns. • Listing of Envirosight as a Sourcwell vendor within Sourcwell materials and resources, both print and online. • Review of certain promotional and informational materials for accuracy of messaging pertaining to Sourcwell. • Access to certain cooperative purchasing experts within Sourcwell for interview purposes so that we may develop content around Sourcwell cooperative purchasing. <p>Sourcwell would be integrated into our sales process in the following ways:</p> <ul style="list-style-type: none"> • Proactive bid searching for all Sourcwell opportunities. • Promotion of Sourcwell partnership in sales collateral, marketing materials and digital marketing (social, email, blog, website). • Extensive training of in-house personnel on Sourcwell benefits and procedures. • Extensive training of channel sales reps on Sourcwell benefits, procedures. • Development of sales processes and scripts that integrate Sourcwell promotion into the vetting of every opportunity. • Integrating procedures into our Salesforce CRM to ensure Sourcwell is an option that's pursued on every qualifying deal. • Integrating informational materials about Sourcwell into our Pandadoc quoting platform to boost awareness of Sourcwell on every qualifying deal.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The Quick Lock product line is the only product available through an e-procurement ordering process for end users. End Users may register and purchase Quick Lock products through our online parts portal upon request. Some municipalities that currently utilize this e-procurement ordering process are Duluth (MN), Twin Falls (ID), Charleston (SC), Guilderland (NY), Liberty (MO), Decatur (IN), Pueblo (CO), Hillsborough (NJ), and Bentonville (AR).</p>

Table 8: Value-Added Attributes

44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Beyond the technology we offer, we deliver a customer experience that is designed maximize satisfaction and loyalty. Investments and infrastructure that enhance this customer experience include:</p> <ul style="list-style-type: none"> • Customer Service Infrastructure. Besides managing our sales funnel, Salesforce is our platform for warranty registration, purchased asset tracking, and service and support case management. • Service Network. We maintain a high standard for regional service with certified training for technicians, stringent inventory requirements, and continuous benchmarking of turnaround and customer satisfaction. • Parts. For partners and customers, ordering parts is easy with our online portal. Regional inventory depots ensure rapid fulfillment, in-stock orders ship the same day, and next-day delivery is available. • Trust and loyalty: In the world of municipal supply, expertise and credibility are the cornerstone of any successful brand. And when you're talking about technology that's used to maintain essential services, the stakes are even higher. Our success is built on thousands of industry relationships, decades of work in the trenches, and the belief that we succeed only when our customers do. • Virtual Support. We have a full video production studio that has all of our equipment. We use this to not only supply online training videos, but we can conduct live support or training when time is of the essence. We have conducted hundreds of online virtual support calls and have had over a thousand views on portal videos and online classes.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor for manufacturer defects in materials and workmanship. EnviroSight warrants up to twelve months from the in service date
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>No, our warranties do not impose usage restrictions or other limitations that adversely affect coverage. However, there are exceptions due to accident, misuse, abuse, fire, flood, or other contingencies beyond the control of EnviroSight. These contingencies include damage to warranted items sustained in shipment, equipment that has had any of its identification, instructional, or sealing labels removed or tampered with, and/or equipment that has had its serial numbers altered, defaced, or removed.</p> <p>EnviroSight will not be responsible for any changes, modifications, or repairs, either in cost or consequence, made by personnel not authorized by EnviroSight. EnviroSight will not be responsible for the loss of or damage to equipment while in the possession of any authorized or unauthorized service agency.</p>
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	EnviroSight will cover the expense of technicians' travel time and mileage to perform warranty repairs on a case-by-case basis as needed through its vast North American distribution network.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, EnviroSight has certified technicians to perform warranty repairs throughout North America. Many of EnviroSight's sales dealers have service centers dedicated to the EnviroSight product line. Two such dedicated repair centers in Cleveland and Indianapolis are pictured in our attachments.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover warranty service for items made by other manufacturers that are a part of our proposal. We do have some products pertaining to our truck builds that we do pass on to the original manufacturers (vehicle chassis, truck chassis, trailer chasis, AC units, Generators, MEPS Units, and Inverters).
50	What are your proposed exchange and return programs and policies?	New and unused items can be returned within 60 days with a 10% restocking fee.
51	Describe any service contract options for the items included in your proposal.	<p>EnviroSight offers maintenance plans and extended warranties to help customers keep cost of ownership predictable long-term.</p> <p>Due to the variety of systems and options available from EnviroSight, such agreements will be priced accordingly and presented to the member in the quoting process.</p>

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Envirosight will provide Sourcwell members a 5% Discount off list price. The attached pricelist includes both the list and discounted pricing as well as the SKU number for each item.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	5% Discount Off List Price
58	Describe any quantity or volume discounts or rebate programs that you offer.	Envirosight has a large/national accounts program where purchases of 5 or more of any product can receive a 3% discount. We would gladly extend this volume discount to Sourcwell members/customers as well.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Envirosight can supply specific non-standard "sourced" items to our truck builds. Depending on the cost and our ability to get a resale discount on "nonstandard options", we would supply such items at cost or add at the most 10% to cover the resources used to acquire these items for the member.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All equipment sales are FOB Randolph, NJ with the exception of Truck Builds which would be FOB from the Envirosight Truck Build Facility in Evans City, PA. Additional charges related to pre-delivery inspection, installation, set up, or mandatory training will be determined on a case by case basis by our sales dealers. Any additional charges will be conveyed to the member during the quoting process prior to the issuance of a purchase order.
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight & shipping charges are separate and based upon the lowest standard rate at time of physical shipment from our NJ distribution center or our truck build center, depending on the equipment package being purchased. Additionally, there are varying freight import surcharges that will be addressed during the quoting process prior to the issuance of a purchase order.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not exploit higher shipping rates, delivery packages or disadvantages to customers purchasing outside of the contiguous United States. Standard lowest rate of freight shipping will be employed for all North and South American customers.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	At most locations, in person delivery of equipment and hands-on training by an authorized Envirosight specialist is our preferred standard for delivery. Sourcwell members will benefit from this process. Many of our competitors simply ship the equipment to the end-user direct.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	5% Discount Off List Price. Please see attached Price list.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<ul style="list-style-type: none"> • Sewer inspection crawlers: The world's most trusted crawler brand, ROVVER X, answers any inspection challenge with steerable 6-wheel drive, tool-free wheel changes, and a modular design. It accepts accessories like a motorized camera lift, large-diameter carriage, side scan camera and laser profiling probe. With powerful controls, an operator can access any function via touchscreen, log observations and generate reports. Online updates keep you equipped with the latest software-driven features, while onboard diagnostics help reduce downtime and repairs. Compact and efficient, ROVVER X easily travels to remote job sites. • Lateral launch sewer inspection crawlers: Our lateral launch crawler system locates cross bores and illicit flows with unrivaled speed, range and pushing force, plus three onboard cameras. • Sewer inspection vehicles: We build sewer inspection truck bodies that keep crews safe, productive and ready for any challenge. Our truck builds spare no amenity and work with a wide range of chassis/power options. • Sewer zoom survey camera: The wireless Quickview airHD rapidly assesses mainlines to determine where CCTV, cleaning or rehab is needed. • Push camera: The Verisight Pro+ push camera inspects laterals and clean-outs, offering digital recording, defect logging and available pan/tilt camera. • Jetter nozzle camera: Sewer jetting crews can clean, assess line condition and verify results with the wireless Jetscan HD video nozzle. • Automated manhole inspection system: The fully automated Cleverscan captures sidewall imagery and a 3D point cloud, with powerful tools to view and measure results. • Sewer inspection software: WinCan software is the industry-leading software platform for sewer inspection and asset management, with special capabilities for artificial intelligence (AI), GIS mapping, municipal enterprise software integration, and cloud-based workflows.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Sewer inspection equipment • Sewer inspection trucks • Sewer inspection software • Asset management software • Manhole inspection • Sewer cleaning nozzles • Drain inspection cameras • Push cameras • Cross-bore location • Lateral launch inspection • Sewer rehabilitation

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - UPLOADS 1 - PRICING.zip - Friday December 03, 2021 14:48:46
 - [Financial Strength and Stability](#) - UPLOADS 2 - FINANCIAL STRENGTH AND STABILITY.zip - Friday December 03, 2021 11:20:07
 - [Marketing Plan/Samples](#) - UPLOADS 3 - MARKETING PLAN AND SAMPLES.zip - Friday December 03, 2021 11:20:51
 - [WMBE/MBE/SBE or Related Certificates](#) - UPLOADS 4 - WMBE MBE SEB OR RELATED CERTIFICATES.zip - Friday December 03, 2021 11:22:34
 - [Warranty Information](#) - UPLOADS 5 - WARRANTY INFORMATION.zip - Friday December 03, 2021 11:22:51
 - [Standard Transaction Document Samples](#) - UPLOADS 6 - STANDARD TRANSACTION DOCUMENT SAMPLES.zip - Friday December 03, 2021 11:27:08
 - [Upload Additional Document](#) - UPLOADS 7 - UPLOAD ADDITIONAL DOCUMENT.zip - Friday December 03, 2021 11:27:32

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Dahlmann, CEO/Owner, Best Equipment Company, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Underground_Infrastructure_Inspect_Equip_RFP_120721 Fri November 19 2021 11:33 AM	<input checked="" type="checkbox"/>	1

Sourcewell Pricing Worksheet

Sourcewell RFP #120721

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

ROVVER X Systems

	List Price USD	List Price USD	5% Sourcewell Discount
E-RX-SYS-Truck-Basic-21	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$94,695.00	\$90,185.71
E-RX-SYS-Truck-Basic-21-HD	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$94,695.00	\$90,185.71
E-RX-SYS-TRUCK-BASIC-21-L	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$106,037.00	\$100,987.62
E-RX-SYS-TRUCK-BASIC-21-L-HD	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$106,037.00	\$100,987.62
E-RX-SYS-TRUCK-BASIC-95-21	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX95 crawler with 3 sets of rubber wheels, RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$92,127.00	\$87,740.00

Sourcewell Pricing Worksheet

Sourcewell RFP #120721

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

E-RX-SYS-Industrial-21	System includes VC500 Controller with Vision Report Software installed, RM100 Cable Reel with 100M (330ft) cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$79,715.00	\$75,919.05
E-RX-SYS-Industrial-22-L	System includes VC500 Controller with Vision Report Software installed, RM100 Cable Reel with 100M (330ft) cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$92,127.00	\$87,740.00
E-RX-SYS-Portable-21	System includes VC500 Controller with Vision Report Software installed, RM200 Manual Cable Reel with 200M (660ft) cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$78,859.00	\$75,103.81
E-RX-SYS-Industrial-23-95-PTC	System includes VC500 Controller with Vision Report Software installed, RM200 Manual Cable Reel with 200M (660ft) cable, RX95 crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. PTC50 pan/tilt, camera, pressurization kit, and Wincan VX entry license.	\$73,027.50	\$69,550.00

SAT Systems

	Detailed Description	List Price USD	5% Sourcewell Discount
E-RX-SYS-SAT-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX300 Cable Reel with 300M Cable installed, PTP50 Camera, AC40 Camera, 8 medium rubber wheels and 4 large rubber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$174,089.00	\$165,799.05



Sourcewell Pricing Worksheet

Sourcewell RFP #120721

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

E-RX-SYS-SAT-COMBO-500-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX500 Cable Reel with 500M Cable installed, PTP50 Camera, AC40 Camera, RCX90 Camera, RX130 Crawler with 6 small rubber wheels installed. 8 medium rubber wheels, 4 large rubber wheels, and 2 climber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$240,108.00	\$228,674.29
E-RX-SYS-SAT-COMBO-500-21-L	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX500 Cable Reel with 500M Cable installed, PTP50 Camera, AC40 Camera, RCX90 Camera, RX130L Crawler with 6 small rubber wheels installed and integrated lift. 8 medium rubber wheels, 4 large rubber wheels, and 2 climber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$252,199.00	\$240,189.52
E-RX-SAT-Training	2 Days On-Site SAT Training	\$3,300.00	\$3,142.00

ROVVER X Components

Detailed Description		List Price USD	5% Sourcewell Discount
E-555-0900-03	RX95 crawler	\$18,190.00	\$17,323.81
E-560-0900-07	RX130 Crawler	\$26,001.00	\$24,762.86
E-560-0920-00	RX130 Crawler w/ Lift Installed	\$39,376.00	\$37,500.95
E-560-3900-00	HD RX130 Crawler	\$26,001.00	\$24,762.86
E-560-3920-00	HD RX130 Crawler w/ Lift Installed	\$39,376.00	\$37,500.95
E-RX-400	RX400 crawler w/wheels	\$70,513.00	\$67,155.24
E-579-0900-03	RX140SATII Crawler QCD	\$76,612.00	\$72,963.81
E-536-0900-05	RXSAT140 Crawler (SAT 1)	\$56,175.00	\$53,500.00
E-561-0900-05	RCX90 camera	\$31,886.00	\$30,367.62
E-561-3900-00	HD RCX90	\$31,886.00	\$30,367.62
E-562-0900-05	RAX300 Cable Reel w/ 300M Cable	\$37,129.00	\$35,360.95
E-562-3900-01	HD RAX300 Reel	\$37,129.00	\$35,360.95
E-590-0900-02	RAX500 Cable Reel w/ 500M Cable	\$59,320.80	\$56,496.00



Sourcewell Pricing Worksheet

Sourcewell RFP #120721

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

E-579-0347-00	Guide-pipe OD 75x1950 mm	\$278.20	\$264.95
E-579-0346-00	Guide-pipe OD 75x1700	\$321.00	\$305.71
E-579-0345-00	Guide-pipe OD 75x1400	\$288.90	\$275.14
E-579-0344-00	Guide-pipe OD 75x1140	\$267.50	\$254.76
E-579-0343-00	Guide-pipe OD75x840 mm	\$267.50	\$254.76
E-579-0342-00	Guide-pipe OD 75x550 mm	\$267.50	\$254.76
E-579-0341-00	Guide-pipe OD 75x240mm	\$214.00	\$203.81
E-579-0340-00	Guide-pipe OD 75x160 mm for SAT140II	\$214.00	\$203.81
E-579-0270-00	Guide-pipe Adapter DN75 for RX140SAT II	\$1,016.50	\$968.10
E-595-0122-01	AIMING STICK FOR PTP50 - 100MM	\$171.20	\$163.05
E-595-0126-00	AIMING STICK FOR PTP50 - 160MM	\$224.70	\$214.00

Gateway Systems / Components

Verisight Pro+

Detailed Description		List Price USD	5% Sourcewell Discount
E-V-SYS-SPP-409	VSP+ 130'/40m Self-Leveling System	\$12,037.50	\$11,464.29
E-V-SYS-SPP-009	VSP+ 200'/60m Self-Leveling System	\$12,358.50	\$11,770.00
E-V-SYS-SPP-019	VSP+ 200' P&T System	\$29,425.00	\$28,023.81
E-V-SYS-SPP-109	VSP+ 330'/100m Self-Leveling System	\$13,535.50	\$12,890.95
E-V-SYS-360-119	VSP+ 330' P&T System	\$30,602.00	\$29,144.76
E-V-CAM025-SPP	VSP Self leveling camera	\$6,591.20	\$6,277.33
E-V-CAM026-SPP	VSP P/T Camera	\$17,976.00	\$17,120.00
E-V-CAM050-SPP	SMALL P/T camera	\$26,215.00	\$24,966.67

Quickview airHD

Detailed Description		List Price USD	5% Sourcewell Discount
E-QV-SYS-AIRHD-25	QVA with 25' pole	\$18,725.00	\$17,833.33
E-QV-SYS-AIRHD-30	QVA with 30' pole	\$19,527.50	\$18,597.62
E-QV-SYS-360	QV 360 System	\$21,346.50	\$20,330.00

Jetscan

Detailed Description		List Price USD	5% Sourcewell Discount
E-JS-SYS-6-21	Jetscan w/6" skid	\$12,476.20	\$11,882.10
E-JS-SYS-8-21	Jetscan w/8" skid	\$12,476.20	\$11,882.10
E-JS-SYS-Combo-21	Jetscan with both 6" & 8" skids	\$16,478.00	\$15,693.33
E- 6" SKID ASSEMBLY	6" JetScan skid only	\$4,536.80	\$4,320.76
E- 8" SKID ASSEMBLY	8" JetScan skid only	\$4,536.80	\$4,320.76



Sourcewell Pricing Worksheet

Sourcewell RFP #120721

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

ATEX ROVVER X (EX)

Detailed Description		List Price USD	5% Sourcewell Discount
E-RX-SYS-TRUCK-EX-22	ATEX Basic RX130 system	\$119,652.75	\$113,955.00
E-555-0900-72	EX RX95 Crawler	\$19,773.60	\$18,832.00
E-560-0900-73	EX 130 crawler	\$35,053.20	\$33,384.00
E-585-0900-71	EX RX400 Crawler	\$79,431.45	\$75,649.00
E-585-0385-71	EX - RX400 Elevator Extension	\$9,774.45	\$9,309.00
E-561-0900-73	EX RCX90	\$37,075.50	\$35,310.00
E-596-0900-74	EX AC40 Axial Camera for SAT/Agilios	\$6,855.60	\$6,529.14
E-595-0960-70	EX PTC50 Pan & Tilt RX Camera	\$19,885.95	\$18,939.00
E-595-0900-70	EX PTP50 Camera	\$19,885.95	\$18,939.00
E-581-0900-71	EX PTP70II	\$22,851.99	\$21,763.80
E-597-0900-71	EX RCC90 Camera Adapter	\$12,246.15	\$11,663.00
E-556-0900-72	EX RAL1000 Auxiliary Light	\$6,965.70	\$6,634.00
E-559-0900-72	EX RAL200 RX Aux Light w/ Rear Camera	\$7,864.50	\$7,490.00
E-562-0900-73	EX RAX300 Cable Reel	\$40,670.70	\$38,734.00
E-590-0900-71	EX RAX500 Cable Reel w/ 500M Cable	\$67,297.65	\$64,093.00
E-563-0900-70	EX RMX200 Cable Reel	\$20,223.00	\$19,260.00
E-564-0900-73	EX RED200 RX Elevator Lift Kit	\$19,211.85	\$18,297.00
E-569-0900-70	EX carriage	\$15,234.66	\$14,509.20
E-599-0900-70	EX Temperature Sensor RTS	\$9,212.70	\$8,774.00

Sourcewell Pricing Worksheet

Sourcewell RFP #120721

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

WinCan

	Detailed Description	List Price USD	5% Sourcewell Discount
ENTRY PACKAGE			
VX-ENTRY-1 (Purchase)	WinCan VX Entry License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading.	\$3,745.00	\$3,566.67
VX-ENTRY-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL WinCan VX Entry License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Viewer, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading.	\$1,144.90	\$1,090.38
VX-INFINITY-ENTRY-1 (Annual Support)	ANNUAL Entry Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades 5 Hours per year of Web Ex Training Same Day Support and Service	\$695.50	\$662.38
LITE PACKAGE			
VX-LITE-1 (Purchase)	WinCan VX Lite License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, , MPEG 1 Software Recording, Software Encoding and Text Generator.	\$7,960.80	\$7,581.71
VX-LITE-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL WinCan VX Lite License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, , MPEG 1 Software Recording, Software Encoding and Text Generator.	\$3,028.10	\$2,883.90
VX-INFINITY-LITE-1 (Annual Support)	ANNUAL Lite Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$1,059.30	\$1,008.86
ADVANCED PACKAGE			



Sourcewell Pricing Worksheet

Sourcewell RFP #120721

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

VX-INFINITY-EXPERT-1 (Annual Support)	ANNUAL Expert Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$2,675.00	\$2,547.62
VX-EXPERT-3-NET (Purchase)	3 User WinCan VX Expert Network License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture.Work Order Management, Statistics, and GIS Queries.	\$39,996.60	\$38,092.00
VX-EXPERT-3-NET-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL 3 User WinCan VX Expert Network License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture.Work Order Management, Statistics, and GIS Queries.	\$12,968.40	\$12,350.86
VX-INFINITY-EXPERT-3 (Annual Support)	3 User Expert Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$6,420.00	\$6,114.29
OFFICE PACKAGE			
VX-OFFICE-1 (Purchase)	WinCan VX Office License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$7,704.00	\$7,337.14



Sourcewell Pricing Worksheet

Sourcewell RFP #120721

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

PROTOUCH			
PT-1010-SUB (ANNUAL SUBSCRIPTION)	ANNUAL WinCan ProTouch	\$1,123.50	\$1,070.00
MODULES			
SM-2230	Ring Laser Deformation Measurement, Sonar Scanning and IBAK 3DGS Module	\$5,296.50	\$5,044.29
SM-2230- SUB (ANNUAL SUBSCRIPTION)	Annual Ring Laser Deformation Measurement, Sonar Scanning and IBAK 3DGS Module	\$1,712.00	\$1,630.48
SM- 2230- INFINITY (Annual Support)	Annual Maintenance- Annual Ring Laser Measurement ect. Enterprise Infinity Support Plan	\$856.00	\$815.24
SE-2210	Scan Explorer Module	\$7,120.85	\$6,781.76
SE-2210-SUB (ANNUAL SUBSCRIPTION)	Annual Scan Explorer Module	\$2,354.00	\$2,241.90
SE-2210-INFINITY (Annual Support)	Annual Maintenance - Annual Scan Explorer Enterprise Infinity Support Plan	\$1,284.00	\$1,222.86
AM-2220	Asset Management Module	\$5,457.00	\$5,197.14
AM-2220-SUB (ANNUAL SUBSCRIPTION)	Annual Asset Management Module	\$2,033.00	\$1,936.19
AM-2220-INFINITY (ANNUAL Support)	Annual Maintenance - Annual Asset Management Enterprise Infinity Support Plan	\$963.00	\$917.14
CS-CleverScan (Annual)	Annual maintenance contract for CleverScan (Upgrades and Support), first year free		
HARDWARE			
H-RACKMOUNT-01	Rackmount Computer	\$3,177.90	\$3,026.57
H-LAPTOP-01	Laptop Computer with Docking Station	\$2,589.40	\$2,466.10
H-RAZOR	Razer Ripsaw HD External USB Capture Card	\$411.95	\$392.33
H-VITEC-C8	Vitec Card PCI	\$2,300.50	\$2,190.95
H-AVERCARD	Aver Media Card PCI	\$502.90	\$478.95
H-QSB-S	QSB Quadrature to USB Adapter, Single Ended Encoder	\$176.55	\$168.14
H-ENCODER	Encoder Wheel	\$647.35	\$616.52
TRAINING			
T-WINCANTRAINING-WEB	Online Setup and Training with Online Instructor (4-8 hours total)	\$1,605.00	\$1,528.57
T-WINCANTRAINING-1	One Day On-Site Installation and Training includes instructor's time and expenses	\$3,531.00	\$3,362.86
T-WINCANTRAINING-2	Two Day On-Site Installation and Training includes instructor's time and expenses	\$4,815.00	\$4,585.71



Sourcewell Pricing Worksheet

Sourcewell RFP #120721

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Options

Option Type	Option Description	List Price USD	5% Sourcewell Discount
Safety	Additional LED Strobes	\$770.40	\$733.71
	Additional LED Arrow board	\$1,198.40	\$1,141.33
	LED Strobes in all 4 corners	\$1,177.00	\$1,120.95
	Carbon Monoxide Detector	\$139.10	\$132.48
Audio Visual	Printer	\$642.00	\$611.43
	additional 19" Tru-Vu Video monitor w/mount (for RVX SAT)	\$1,305.40	\$1,243.24
	19" Tru-Vu Monitor w/mount (For Rackmount)	\$1,305.40	\$1,243.24
	Multi TV mount - Supports up to 3 Monitors	\$ -	\$ -
	Underdesk keyboard tray (req'd for SAT, optional for RVX)	\$256.80	\$244.57
	Ethernet Cable & Port	\$497.55	\$473.86
Illumination	110v Swing out Light	\$406.60	\$387.24
	12v Handheld spotlight	\$363.80	\$346.48
	Cabinet lights	\$925.55	\$881.48
	Cabinet lights for Transit, Dodge or Sprinter	\$925.55	\$881.48
Utility	Cable reel slide Swivel	\$1,947.40	\$1,854.67
	Stackable SAT Reel Support Frame	\$791.80	\$754.10
	Sink	\$2,247.00	\$2,140.00
	Pedestal Crane	\$7,490.00	\$7,133.33
	Lifting Aid	\$5,178.80	\$4,932.19
	Bumper Drawer	\$3,210.00	\$3,057.14
	Bedslide	\$2,878.30	\$2,741.24
	Pocket Door	\$1,583.60	\$1,508.19
	Air compressor	\$770.40	\$733.71
	Magnetic tool holders	\$203.30	\$193.62
Chassis	Insulation	\$1,498.00	\$1,426.67
	Upgrade to 16' Aluminum Cutaway Box	\$1,123.50	\$1,070.00
	Upgrade to 16' Aluminum Dry Freight Box	\$1,123.50	\$1,070.00
	Roll-up rear door	\$684.80	\$652.19
	Upgrade to Onan 5.5 gas generator w/alum. Enclosure	\$5,735.20	\$5,462.10
	Underbody Generator Mount	\$674.10	\$642.00
Power	Upgrade to 7.0kw Onan generator	\$3,466.80	\$3,301.71



Sourcewell Pricing Worksheet

Sourcewell RFP #120721

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

QL-12-Sleeve- 2 Flare	High-grade steel sleeve DN300 L 400 mm w EPDM-rubber seal DN300 w/ 2 Flares	\$816.11	\$777.25
QL-14-Sleeve	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350	\$900.53	\$857.65
QL-14-Sleeve- 1 Flare	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350 w/ 1 Flare	\$900.53	\$857.65
QL-14-Sleeve- 2 Flare	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350 w/ 2 Flares	\$900.53	\$857.65
QL-16-Sleeve	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400	\$977.93	\$931.36
QL-16-Sleeve- 1 Flare	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400 w/ 1 Flare	\$977.93	\$931.36
QL-16-Sleeve- 2 Flare	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400 w/ 2 Flares	\$977.93	\$931.36
QL-18-Sleeve	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450	\$1,176.09	\$1,120.09
QL-18-Sleeve- 1 Flare	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450 w/ 1 Flare	\$1,176.09	\$1,120.09
QL-18-Sleeve- 2 Flare	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450 w/ 2 Flares	\$1,176.09	\$1,120.09
QL-20-Sleeve	High-grade steel sleeve DN500 L 500 mm w EPDM-rubber seal DN500	\$1,176.09	\$1,120.09
QL-20-Sleeve- 1 Flare	High-grade steel sleeve DN500 L 500 mm w EPDM-rubber seal DN500 w/ 1 Flare	\$1,176.09	\$1,120.09
QL-24-Sleeve	High-grade steel sleeve DN600 L 500 mm w EPDM-rubber seal DN600	\$1,396.54	\$1,330.04
QL-24-Sleeve- 1 Flare	High-grade steel sleeve DN600 L 500 mm w EPDM-rubber seal DN600 w/ 1 Flare	\$1,396.54	\$1,330.04
QL-28-Sleeve	High-grade steel sleeve DN700 L 500 mm w EPDM-rubber seal DN700	\$1,598.21	\$1,522.11
QL-28-Sleeve- 1 Flare	High-grade steel sleeve DN700 L 500 mm w EPDM-rubber seal DN700 w/ 1 Flare	\$1,598.21	\$1,522.11
QL-36-Sleeve-Big	High-grade steel sleeve DN900 L=200mm, 2 parts w/ EPDM DN900	\$2,096.56	\$1,996.72
End Sleeves			
QL-6-End Sleeve	High-grade steel sleeve DN150 L=250mm w EPDM rubber seal DN150	\$554.63	\$528.22
QL-8-End Sleeve	High-grade steel sleeve DN200 L=250mm w EPDM rubber seal DN200	\$593.32	\$565.07
QL-10-End Sleeve	High-grade steel sleeve DN250 L=250mm w EPDM rubber seal DN250	\$641.40	\$610.86
QL-12-End Sleeve	High-grade steel sleeve DN300 L=250mm w EPDM rubber seal DN300	\$701.20	\$667.81
QL-14-End Sleeve	High-grade steel sleeve DN350 L=250mm w EPDM rubber seal DN350	\$778.58	\$741.51
QL-16-End Sleeve	High-grade steel sleeve DN400 L=250mm w EPDM rubber seal DN400	\$897.02	\$854.31
QL-18-End Sleeve	High-grade steel sleeve DN450 L=300mm w EPDM rubber seal DN450	\$1051.80	\$1001.71
QL-20-End Sleeve	High-grade steel sleeve DN500 L=300mm w EPDM rubber seal DN500	\$1,106.91	\$1054.20

**RESOLUTION RE: AWARD OF A CONTRACT FOR THE PURCHASE
OF TWO FORD F-550 SUPER DUTY VEHICLES
AND ONE FORD F-250**

WHEREAS, the Superintendent of the Department of Public Works has requested authorization to purchase two (2) 2024 Ford Super Duty F-550 XL 4WD Vehicles and one (1) 2024 Ford Super Duty F-250 XL 4WD Vehicle; and

WHEREAS, New York State General Municipal Law, Section 103, authorizes the Village of Scarsdale to “piggyback” on contracts let by the United States, or any agency thereof, or by any state or any other political subdivision or district therein, provided said contract was let in a manner that is consistent with State Law competitive bidding procedures, and further, that provision was made in the underlying bid documents enabling municipalities to utilize said bid award thereby eliminating the need for competitive bidding by the Village; and

WHEREAS, Sourcewell is a political subdivision of the State of Minnesota (created under Minnesota State Statutes Section 113A.21) that offers cooperative procurement solutions to government entities, including local municipalities throughout the United States; and

WHEREAS, Sourcewell let and awarded Sourcewell Contract #091521-NAF for automobiles, SUVs, vans, and light trucks with related equipment and accessories in a manner consistent with New York’s competitive bidding procedures on the basis of best value to National Auto Fleet Group, 490 Auto Center Drive, Watsonville, California; and

WHEREAS, the two (2) 2024 Ford Super Duty F-550 XL 4WD Vehicles and one (1) 2024 Ford Super Duty F-250 XL 4WD Vehicle referenced above are available for the Village of Scarsdale to purchase via “piggybacking” off of Sourcewell Contract No. 091521, from National Auto Fleet Group as well as the accessory equipment from its regional vendor Dejana Truck and Utility Equipment, 490 Pulaski Road, Kings Park, NY 11754; and

WHEREAS, the Village Board has adopted a local law on November 14, 2023, authorizing the Village to utilize contracts awarded on the basis of best value; and

WHEREAS, Superintendent Coleman has reviewed the Contract #091521-NAF from the Sourcewell purchasing cooperative and recommends utilizing this contract for the purchase of two Ford F-550 Super Duty vehicles and one Ford F-250; now, therefore, be it

RESOLVED, that the Scarsdale Board of Trustees authorize the Village Manager to “piggyback” off of Sourcewell Contract #091521-NAF to purchase the aforementioned two (2) Ford F-550 Super Duty Vehicles and one (1) Ford

F-250 Vehicle, in substantially the same form and terms as the underlying Sourcewell Contract #091521-NAF as attached hereto, from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, California, as well as the accessory equipment through its regional vendor, Dejana Truck and Utility Equipment, 490 Pulaski Road, Kings Park, NY 11754, in the amount of \$254,802.04; and be it further

RESOLVED, that the Village Manager is herein authorized to undertake all administrative acts required pursuant to the terms of the agreement.

Date: February 13, 2024



To: Alexandra Marshall, Acting Village Manager

From: Tyler Seifert, Department of Public Works

Date: February 07, 2024

RE: Ford Trucks: Sourcewell

MEMORANDUM
Department of Public Works

In accordance with fleet maintenance standards, the Villages vehicle & equipment retirement schedule program and the adopted FY 23/24 budget, the purchase of three new Ford trucks are needed. Once the Village receives the three new Fords the old ones will be put up for auction pursuant to Village Policy #202. This is to authorize the purchase of two F550's and one F250.

The Fords will be purchased from National Auto Fleet Group which is an authorized dealer under Sourcewell Contract # 091521-NAF. The Village Board has adopted local law chapter 19 of the Village code on November 14, 2023 authorizing the Village to utilize contracts awarded on the basis of best value. This purchase is being made under a contract that was awarded for best value. National Auto Fleet was the highest ranked bidder for this contract.



Proposal Evaluation
Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories RFP #091521

Possible Points	72 HOUR, LLC dba National Auto Fleet Group	CONTEMPORARY MOTOR CARS, INC.	Creative Bus Sales, Inc.	Davis Chevrolet, GMC, Buick, Ltd.	Donlen, LLC	GreenPower Motor Company, Inc.	Lithia Toyota of Billings II, LLC	Lordstown Motors Corp.	Mike Albert Leasing, Inc.	RO Truck & Equipment LLC DBA RO Bus Sales	Tesla, Inc.	TROPICAL FORD, INC.	VALLEY FORD TRUCK, INC.
Conformance to Terms/ Conditions to Include Documentation	50	46	33	38	34	38	34	37	36	35	40	38	41
Pricing	400	355	244	298	240	268	268	264	259	255	260	301	314
Financial, Industry and Marketplace Successes	75	66	56	63	47	49	50	46	55	58	60	55	64
Bidder's Ability to Sell/ Service Contract Nationally	100	84	66	79	60	72	70	59	70	64	82	65	77
Bidder's Marketing Plan	50	47	31	40	26	31	29	36	36	34	34	36	40
Value Added Attributes	75	61	43	45	49	58	49	64	49	48	65	56	53
Warranty Coverages and Information	50	43	37	40	38	39	41	41	38	38	44	41	39
Depth and Breadth of Offered Equipment, Products, or Services	200	176	134	146	155	154	149	133	156	156	143	160	166
Total Points	1,000	878	644	749	649	709	690	680	699	688	728	752	794
Rank Order	1	2	4	11	6	8	10	7	9	5	3	9	2

DocuSigned by:
James Voelker
 12F6C2D9-461E-4A41
 James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Stephanie Haatja
 7268A3D-378D-401B
 Stephanie Haatja, CPIM, Procurement Analyst

DocuSigned by:
Craig West
 7747D7C2D5B84BA
 Craig West, Procurement Analyst

DocuSigned by:
Tom Sharbonno
 012C388F-1914E2
 Tom Sharbonno, Procurement Analyst

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

11/16/2021

Resolution No. 2021-27

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nage1

and the following voted in favor: (list names here)
wilson, Zylka, Nage1, Thomas, Arts, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
CF62F09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - November 2021
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

 Fleet Management Services
 Medical Supply Catalog Solutions

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Active Deployment Systems, Inc.	081721-ADP	"Restroom and Shower Facility Solutions"
Comac Corp./Niu Toilet	081721-NIU	"Restroom and Shower Facility Solutions"
CXT, Inc.	081721-CXT	"Restroom and Shower Facility Solutions"
Public Restroom Company	081721-PRM	"Restroom and Shower Facility Solutions"
Romtec, Inc.	081721-RMT	"Restroom and Shower Facility Solutions"
Michelin North America, Inc.	082521-MLN	"Tires with Related Equipment and Supplies"
United Parcel Service, Inc.	090121-UPS	"Express Courier and Ground Delivery Logistics Services"
National Auto Fleet Group	091521-NAF	"Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
The Goodyear Tire & Rubber Company	102517-GTC	"Tires and Related Equipment, Supplies and Services"

NEW ezIQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
Foti Contracting LLC	OH-R1-GC01-102021-FCL	State of Ohio - Region 1 - General Contracting
F.H. Paschen	OH-R1-GC02-102021-FHP	State of Ohio - Region 1 - General Contracting
Place Services, Inc.	OH-R1-GC03-102021-PLA	State of Ohio - Region 1 - General Contracting
Centennial Contractors Enterprises	OH-R1-GC04-102021-CCE	State of Ohio - Region 1 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R1-GC05-102021-JLC	State of Ohio - Region 1 - General Contracting
The Lusk Group	OH-R1-GC06-102021-LUS	State of Ohio - Region 1 - General Contracting
The K Company, Inc.	OH-R1-HVAC01-102021-TKC	State of Ohio - Region 1 - HVAC/Mechanical
Air Force One	OH-R1-HVAC02-102021-AFO	State of Ohio - Region 1 - HVAC/Mechanical
Place Services, Inc.	OH-R1-E01-102021-PLA	State of Ohio - Region 1 - Electrical
The Lusk Group	OH-R1-E02-102021-LUS	State of Ohio - Region 1 - Electrical
The Lusk Group	OH-R1-RW01-102021-LUS	State of Ohio - Region 1 - Roofing/Waterproofing
The Lusk Group	OH-R1-PA01-102021-LUS	State of Ohio - Region 1 - Paving/Asphalt
The Lusk Group	OH-R1-C01-102021-LUS	State of Ohio - Region 1 - Concrete
The Lusk Group	OH-R1-CC01-102021-LUS	State of Ohio - Region 1 - Civil Contracting
Foti Contracting LLC	OH-R2-GC01-102021-FCL	State of Ohio - Region 2 - General Contracting
Centennial Contractors Enterprises	OH-R2-GC02-102021-CCE	State of Ohio - Region 2 - General Contracting
F.H. Paschen	OH-R2-GC03-102021-FHP	State of Ohio - Region 2 - General Contracting
Place Services, Inc.	OH-R2-GC04-102021-PLA	State of Ohio - Region 2 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R2-GC05-102021-JLC	State of Ohio - Region 2 - General Contracting
Genesis 1 Construction	OH-R2-GC06-102021-GNS	State of Ohio - Region 2 - General Contracting
The Lusk Group	OH-R2-GC07-102021-LUS	State of Ohio - Region 2 - General Contracting
Regency Construction Services, Inc.	OH-R2-GC08-102021-REG	State of Ohio - Region 2 - General Contracting
The K Company, Inc.	OH-R2-HVAC01-102021-TKC	State of Ohio - Region 2 - HVAC/Mechanical
Air Force One	OH-R2-HVAC02-102021-AFO	State of Ohio - Region 2 - HVAC/Mechanical
Place Services, Inc.	OH-R2-E01-102021-PLA	State of Ohio - Region 2 - Electrical
G & B Electric Co	OH-R2-E02-102021-GBE	State of Ohio - Region 2 - Electrical
The Lusk Group	OH-R2-RW01-102021-LUS	State of Ohio - Region 2 - Roofing/Waterproofing
The Lusk Group	OH-R2-PA01-102021-LUS	State of Ohio - Region 2 - Paving/Asphalt
The Lusk Group	OH-R2-C01-102021-LUS	State of Ohio - Region 2 - Concrete
The Lusk Group	OH-R2-CC01-102021-LUS	State of Ohio - Region 2 - Civil Contracting
Foti Contracting LLC	OH-R3-GC01-102021-FCL	State of Ohio - Region 3 - General Contracting

APPENDIX A Continued

Centennial Contractors Enterprises	OH-R3-GC02-102021-CCE	State of Ohio - Region 3 - General Contracting
F.H. Paschen	OH-R3-GC03-102021-FHP	State of Ohio - Region 3 - General Contracting
Place Services, Inc.	OH-R3-GC04-102021-PLA	State of Ohio - Region 3 - General Contracting
The Lusk Group	OH-R3-GC05-102021-LUS	State of Ohio - Region 3 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R3-GC06-102021-JLC	State of Ohio - Region 3 - General Contracting
The K Company, Inc.	OH-R3-HVAC01-102021-TKC	State of Ohio - Region 3 - HVAC/Mechanical
Air Force One	OH-R3-HVAC02-102021-AFO	State of Ohio - Region 3 - HVAC/Mechanical
Place Services, Inc.	OH-R3-E01-102021-PLA	State of Ohio - Region 3 - Electrical
The Lusk Group	OH-R3-E02-102021-LUS	State of Ohio - Region 3 - Electrical
The Lusk Group	OH-R3-RW01-102021-LUS	State of Ohio - Region 3 - Roofing/Waterproofing
The Lusk Group	OH-R3-PA01-102021-LUS	State of Ohio - Region 3 - Paving/Asphalt
The Lusk Group	OH-R3-C01-102021-LUS	State of Ohio - Region 3 - Concrete
The Lusk Group	OH-R3-CC01-102021-LUS	State of Ohio - Region 3 - Civil Contracting
Foti Contracting LLC	OH-R4-GC01-102021-FCL	State of Ohio - Region 4 - General Contracting
Centennial Contractors Enterprises	OH-R4-GC02-102021-CCE	State of Ohio - Region 4 - General Contracting
F.H. Paschen	OH-R4-GC03-102021-FHP	State of Ohio - Region 4 - General Contracting
Place Services, Inc.	OH-R4-GC04-102021-PLA	State of Ohio - Region 4 - General Contracting
Universal Contracting Corporation	OH-R4-GC05-102021-UCC	State of Ohio - Region 4 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R4-GC06-102021-JLC	State of Ohio - Region 4 - General Contracting
Hudawn Facility Solutions	OH-R4-GC07-102021-HFS	State of Ohio - Region 4 - General Contracting
Triton Services, Inc.	OH-R4-GC08-102021-TRS	State of Ohio - Region 4 - General Contracting
The K Company, Inc.	OH-R4-HVAC01-102021-TKC	State of Ohio - Region 4 - HVAC/Mechanical
Air Force One	OH-R4-HVAC02-102021-AFO	State of Ohio - Region 4 - HVAC/Mechanical
Place Services, Inc.	OH-R4-E01-102021-PLA	State of Ohio - Region 4 - Electrical
The Lusk Group	OH-R4-E02-102021-LUS	State of Ohio - Region 4 - Electrical
The Lusk Group	OH-R4-RW01-102021-LUS	State of Ohio - Region 4 - Roofing/Waterproofing
The Lusk Group	OH-R4-PA01-102021-LUS	State of Ohio - Region 4 - Paving/Asphalt
The Lusk Group	OH-R4-C01-102021-LUS	State of Ohio - Region 4 - Concrete
The Lusk Group	OH-R4-CC01-102021-LUS	State of Ohio - Region 4 - Civil Contracting
Foti Contracting LLC	OH-R5-GC01-102021-FCL	State of Ohio - Region 5 - General Contracting
F.H. Paschen	OH-R5-GC02-102021-FHP	State of Ohio - Region 5 - General Contracting
Place Services, Inc.	OH-R5-GC03-102021-PLA	State of Ohio - Region 5 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R5-GC04-102021-JLC	State of Ohio - Region 5 - General Contracting
The Lusk Group	OH-R5-GC05-102021-LUS	State of Ohio - Region 5 - General Contracting
The K Company, Inc.	OH-R5-HVAC01-102021-TKC	State of Ohio - Region 5 - HVAC/Mechanical
Air Force One	OH-R5-HVAC02-102021-AFO	State of Ohio - Region 5 - HVAC/Mechanical
Place Services, Inc.	OH-R5-E02-102021-LUS	State of Ohio - Region 5 - Electrical
The Lusk Group	OH-R5-RW01-102021-LUS	State of Ohio - Region 5 - Roofing/Waterproofing
The Lusk Group	OH-R5-PA01-102021-LUS	State of Ohio - Region 5 - Paving/Asphalt
The Lusk Group	OH-R5-C01-102021-LUS	State of Ohio - Region 5 - Concrete
The Lusk Group	OH-R5-CC01-102021-LUS	State of Ohio - Region 5 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R3-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 3 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R3-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 3 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R4-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 4 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R4-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 4 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R5-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 5 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R5-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 5 - Civil Contracting

eziQC RENEWALS

Company Name	Contract Number	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	

APPENDIX A Continued

JOC Construction	CO-SE-GC01-090920-LRI	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
Paige Industrial Services, Inc.	WA-DC-M03-100120-PAI	
Paige Industrial Services, Inc.	WA-DC-P03-100120-PAI	
Vigil Contracting, Inc.	WA-DC-E01-100120-VGL	
HITT Contracting, Inc.	WA-DC-GC05-100120-HCI	
Centennial Contractors Enterprises, Inc.	WA-DC-GC02-100120-CCE	
Paige Industrial Services, Inc.	WA-DC-E02-100120-PAI	
Vigil Contracting, Inc.	WA-DC-P01-100120-VGL	
Adrian L. Merton, Inc.	WA-DC-M02-100120-ALM	
Adrian L. Merton, Inc.	WA-DC-P02-100120-ALM	
The Matthews Group	WA-DC-GC01-100120-TMG	
Vigil Contracting, Inc.	WA-DC-M01-100120-VGL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	WA-DC-GC06-100120-FHP	
Vigil Contracting, Inc.	WA-DC-GC04-100120-VGL	
Tri-State General Contracting Group, Inc.	TX-PH-GC-101619-JRT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-PH-GC-101619-FHP	
SDB, Inc.	TX-PH-GC-101619-SDB	
Dallas Harmony Construction, LLC.	TX-NT-P-101619-DHC	
G2 General Contractors	TX-NT-RC-101619-GGC	
Teinert Construction	TX-NT-GC-101619-TCB	
SDB, Inc.	TX-NT-GC-101619-SDB	
CORE Construction Services of Texas, Inc.	TX-NT-F-101619-CCT	
Dallas Harmony Construction, LLC	TX-NT-GC-101619-DHC	
Dallas Harmony Construction, LLC	TX-NT-F-101619-DHC	
Teinert Construction	TX-PH-GC-101619-TCB	
Lee Construction and Maintenance Company	TX-NT-GC-101619-LCM	
CORE Construction Services of Texas, Inc.	TX-PH-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-F-101619-CCT	
G2 General Contractors	TX-NT-GC-101619-GGC	
CORE Construction Services of Texas, Inc.	TX-NT-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-NT-P-101619-CCT	
WR Construction, Inc.	TX-PH-GC-101619-WRC	
Henthorn Commercial Construction, LLC	TX-NT-GC-101619-HCL	
Lee Construction and Maintenance Company	TX-NT-F-101619-LCM	
G2 General Contractors	TX-NT-APC-101619-GGC	
G2 General Contractors	TX-NT-W-101619-GGC	
Dallas Harmony Construction, LLC	TX-NT-APC-101619-DHC	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-P-101619-GFC	
Lee Construction and Maintenance Company	TX-NT-EC-101619-LCM	
Lee Construction and Maintenance Company	TX-NT-P-101619-LCM	
G2 General Contractors	TX-NT-P-101619-GGC	
Centennial Contractors Enterprises, Inc.	TX-NT-GC-101619-CCE	
Freedom Construction-a series of tFg Companies, LLC	TX-NT-GC-101619-FRC	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-F-101619-GFC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-NT-GC-101619-FHP	
CORE Construction Services of Texas, Inc.	TX-NT-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-P-101619-CCT	
Henthorn Commercial Construction, LLC	TX-PH-GC-101619-HCL	
Nouveau Construction and Technology Services, LP	TX-NT-GC-101619-NCT	
Platinum Roofing, Inc.	MO-KC-R01-111319-PLR	
BKM Construction, LLC	KS-W-GC01-111319-BKM	
Straub Construction Company, Inc.	MO-KC-GC04-111319-STC	

RoofConnect Logistics, Inc.	MO-KC-R02-111319-RCL	
Platinum Roofing, Inc.	KS-E-R01-111319-PLR	
RoofConnect Logistics, Inc.	KS-W-R02-111319-RCL	
BKM Construction, LLC	KS-E-GC02-111319-BKM	
Straub Construction Company, Inc.	KS-E-GC01-111319-STC	
MTS Contracting, Inc.	KS-E-GC03-111319-MTS	
BKM Construction, LLC	MO-KC-GC02-111319-BKM	
Julius Kaaz Construction Company, Inc.	MO-KC-P01-111319-JKC	
RoofConnect Logistics, Inc.	KS-E-R02-111319-RCL	
Julius Kaaz Construction Company, Inc.	MO-KC-GC01-111319-JKC	
MTS Contracting, Inc.	MO-KC-GC03-111319-MTS	
Platinum Roofing, Inc.	KS-W-R01-111319-PLR	

RESOLUTION RE: UTILIZATION OF NEW YORK STATE CONTRACT FOR THE PURCHASE OF A SANITATION VEHICLE

WHEREAS, the Superintendent of the Department of Public Works has requested authorization to purchase one (1) 2024 Ford F-150 XL Crew Cab sanitation vehicle; and

WHEREAS, the New York State Office of General Services (“OGS”) has awarded contracts for Group #40440, Award #21166 - Class 1-8 (Statewide Piggyback), and one such contract, Contract #PC69830 awarded to NYE Automotive – Oneida Any AM, LLC, 1497 Genesee St, Oneida, New York, offers the aforementioned sanitation vehicle; and

WHEREAS, pursuant to New York State General Municipal Law § 104, the Village is authorized to purchase equipment, materials, supplies, services, and technology through New York State contracts made available to local governments by the OGS; and

WHEREAS, Superintendent Coleman has reviewed the New York State Office of General Services Contract #PC69830 and recommends utilizing this contract for the purchase of a sanitation vehicle as such underlying contract is available for use by New York municipalities; now, therefore, be it

RESOLVED, that the Scarsdale Board of Trustees authorizes and approves the Village Manager to purchase a 2024 Ford F-150 XL Crew Cab sanitation vehicle through New York State Office of General Service Group #40440, Award #23166 awarded to NYE Automotive – Oneida Any AM, LLC, 1497 Genesee St, Oneida, New York, Contract #PC69830, in the amount of \$44,252.57; and be it further

RESOLVED, that the Village Manager is herein authorized to undertake all administrative acts required pursuant to the terms of the agreement.

Date: February 13, 2024



Contract Award Notification

Title	:	Group 40440 Vehicles, Class 1-8 (Statewide) Classification Code(s): 25 and 46
Award Number	:	23166
Contract Period	:	November 14, 2019 to November 13, 2029
Bid Opening Date	:	September 3, 2019
Date of Issue	:	November 14, 2019 (Revised January 10, 2024)
Specification Reference	:	As Incorporated In The Contract
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name	: Carol Neelis		Procurement Services
Title	: Contract Management Specialist 1		Customer Services
Phone	: 518-474-3695	Phone	: 518-474-6717
E-mail	: Carol.neelis@ogs.ny.gov	E-mail	: customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This award includes backdrop Contracts for the acquisition (purchase or lease) of new Single OEM Vehicles, Chassis and Bodies in the following Classes of Vehicles: Class 1 (1 to 6,000 lbs. GVWR), Class 2 (6,001 to 10,000 lbs. GVWR), Class 3 (10,001 to 14,000 lbs. GVWR.), Class 4 (14,001 to 16,000 lbs. GVWR), Class 5 (16,001 to 19,500 lbs. GVWR), Class 6 (19,501 to 26,000 lbs. GVWR), Class 7 (26,001 to 33,000 lbs. GVWR), and Class 8 (33,001 lbs. GVWR & Over), as well as related Options and Aftermarket Components as defined in Contract Scope.

PR # 23166

CONTRACT #	CONTRACTOR	FED.IDENT.#	NYS VENDOR#
PC68921	AlbanyT LLC DBA Northway Toyota	47-4196962	1100156748
PC70313	Altec Industries, Inc.	63-0362926	1000009606
PC68922	Beam Mack Sales & Service, Inc.	16-0742432	1000007477
PC69260	SB BJA 1675 LLC DBA Genesee Valley Ford Avon	84-4142389	1100245554
PC69261	SB BJA 1695 LLC DBA Genesee Valley Chrysler, Dodge, Jeep, Ram	84-4159780	1100245576
PC70311	Bob Ferrario Chevrolet, Inc. DBA Ferrario Auto Team of Sayre	23-1707953	1100301286
PC68987	SB Buzz Chew Chevrolet-Cadillac, Inc.	11-2568292	1100050259
PC68991	C. Basil Ford, Inc.	16-1243987	1000015606
PC68925	SB Cady Brook Enterprises LLC	20-0427909	1100021362
PC69387	SB Campbell Freightliner of Orange County LLC	20-8874322	1100103031
PC68926	SB Cappellino Chevrolet Inc.	47-2774902	1100141222
PC68927	Central Dodge Inc. DBA Central Chrysler Dodge Jeep Ram	04-2793661	1100170790
PC68985	SB Champlain Truck Center, Inc. DBA Champlain Peterbilt	14-1727126	1000027738
PC69046	SB City World Estate Auto Holdings LLC DBA City World Ford	47-1336886	1100226021
PC68928	Cives (USA) DBA Viking Cives (USA)	16-0955800	1000007605
PC68929	SB CNF Services Inc. DBA Rock City Chrysler Jeep Dodge Ram	83-0512473	1100010221
PC68930	SB Cyncon Equipment Inc.	16-1115791	1000015381
PC69876	SB DCO Motors Eagle C LLC DBA Eagle Chevrolet of Riverhead	88-2228349	1100285766
PC68931	Dejana Truck & Utility Equipment Co.	81-2901915	1100187088
PC68978	SB DeLacy Ford Inc.	16-1158324	1000015467
PC69048	DeNooyer Chevrolet, Inc.	14-1542904	1000006802
PC69234	DePaula Chevrolet, Inc.	14-1616459	1000006897
PC69180	SB Diehl & Sons, Inc. DBA New York Freightliner	11-0681410	1000046406
PC68932	SB Don Brown Bus Sales, Inc.	14-1679304	1000033636
PC68980	SB Dutchess Dodge, Inc. DBA Dutchess Chrysler Jeep Dodge Ram DBA Dutchess Kia	22-2211230	1100042509
PC69236	SB East Syracuse Sales Co., Inc.	15-0296060	1000014607
PC68933	Empire Bus Sales LLC	20-4684842	1000047189
PC70326	SB Empire Equipment Sales of L.I. Inc. DBA Long Island Sanitation Equipment Co.	11-3528967	1000005985
PC70308	SB Factory Direct Bus Sales, Inc.	13-4041834	1000043664
PC68974	SB Falls Dodge, Inc. DBA Joe Cecconi's Chrysler Complex	16-0865689	1000014956

PC68934	SB	Fenton Mobility Products Inc.	16-1471481	1000008248
PC69846	SB	Ferrario Ford, Inc.	20-1157222	1000029893
PC70079		First Priority Emergency Vehicles Inc.	22-3582913	1100179174
PC68935	SB	Fleet Maintenance Inc.	14-1607031	1000013989
PC69149	SB	Friendly Ford Inc.	83-0457385	1100025497
PC69382		G&H Auto Group, Inc. DBA Mohawk Chevrolet	84-2182145	1100242414
PC68936		Gabrielli Truck Sales LTD	11-3082303	1000012070
PC69381		Haraden Motorcar Corp. DBA Mohawk Honda	14-1602363	1100092124
PC69421		Healey Brothers Ford LLC	83-0628683	1100224119
PC68939		Hempstead Lincoln Mercury Motors	11-1968002	1100014953
PC68940		Henderson Products, Inc.	27-1184835	1000034909
PC69221		HK Truck Services, Inc.	22-2703243	1100247205
PC68993		Hoselton Chevrolet, Inc.	16-0731157	1000007470
PC68941	SB	Howell & Pierson Inc. DBA Main Motorcar	14-1288470	1100022298
PC69125		Hudson Motors Partnership	22-3186282	1100092785
PC68975	SB	Jim Barnard Chevrolet, Inc.	16-0997054	1100216918
PC69847	SB	JJLG Motors, Inc. DBA Croton Auto Park	13-4181580	1100089143
PC68942		Joe Basil Chevrolet Inc.	16-1068991	1100005392
PC68976		John Vance Motors, Inc.	73-1172632	1100142160
PC70309	SB	J.P. Bus & Truck Repair LTD DBA Bird Bus Sales	16-1699953	1000048489
PC68943		Kenneth A. Schultz DBA Niagara Truck Equipment	16-1590502	1100146460
PC68971		Kenworth Northeast Group, Inc.	20-3063929	1100013557
PC68944	SB	Kingston Automotive LLC	20-2954547	1100153608
PC69047	SB	L.T. Begnal Motor Co., Inc.	14-1547826	1100036960
PC68945		Lithia Motors Inc.	93-0572810	1100194771
PC69222	SB	Longley Bros, Inc.	16-1037166	1100190028
PC68972	SB	Maguire Cars LLC DBA Maguire Audi of Ithaca DBA Maguire Honda of Ithaca DBA Maguire Hyundai of Ithaca DBA Maguire Kia of Ithaca DBA Maguire Nissan of Ithaca DBA Maguire Nissan of Syracuse DBA Maguire Subaru of Ithaca DBA Maguire Toyota of Ithaca DBA Maguire Volkswagen of Ithaca DBA Maguire Volvo of Ithaca	26-3974283	1100126444

CONTRACT #	CONTRACTOR	FED.IDENT.#	NYS VENDOR#
PC68973	SB Maguire Motors LLC DBA Maguire Chevrolet of Ithaca DBA Maguire Cadillac of Ithaca DBA Maguire Chrysler Dodge Jeep Ram FIAT of Ithaca DBA Maguire Chrysler Dodge Jeep Ram of Syracuse DBA Maguire Chevrolet of Trumansburg DBA Maguire Chrysler Dodge Jeep Ram of Watkins Glen DBA Maguire Ford of Ithaca	26-0548077	1100058540
PC69091	Mall Chevrolet, Inc.	22-2747749	1100240384
PC68994	SB Mangino Chevrolet, Inc.	20-1561990	1000016576
PC69202	SB McFadden Ford, Inc. DBA Ed Shults Ford Lincoln	16-0738012	1000039506
PC68988	Metro Ford Sales, Inc.	14-1619871	1000006901
PC68968	SB Metzger Gear, Inc.	52-2155556	1100043397
PC69422	SB Mike Basil Motors, Inc. DBA Basil Toyota	16-1610781	1100235093
PC68946	Navistar Inc.	36-1264810	1000031410
PC70081	Nielsen Nissan, Inc.	85-3051410	1100286945
PC68943	Nielsen Ford of Morristown, Inc.	88-2667434	1100278967
PC69848	Nielsen of Morristown, Inc. DBA Nielsen Chrysler Dodge Jeep Ram	88-2643075	1100280583
PC69143	SB North Shore Chevrolet LLC DBA Chevrolet of Smithtown	27-2208712	1100057985
PC69830	MBE WBE SB Oneida Any AM, LLC DBA Nye Ford DBA Nye Chrysler Dodge Jeep Ram DBA Nye Volkswagen of Rome	87-3570451	1100277495
PC68969	SB Otis Ford, Inc.	11-2145771	1100186694
PC68948	SB Parker Chevrolet, Inc.	14-1546919	1100008403
PC68970	SB Robert Green Auto & Truck, Inc.	14-1504690	1000013855
PC68986	SB Riley Ford, Inc.	14-1464509	1000013794
PC68949	SB RR Charlebois, Inc.	03-0312976	1100162055
PC69491	SB Sawyer Chrysler Dodge, Inc. DBA Sawyer Motors	14-1730394	1100229794
PC69148	SB Schultz Ford Lincoln, Inc.	13-1730338	1000006097
PC69492	Scorpio Motors LLC DBA Greenwich Ford	86-2135447	1100263134
PC68950	SB Shepard Bros., Inc	16-1147478	1000015441
PC69144	SB South Shore Autoplex LLC DBA South Shore Chrysler Dodge Jeep Ram	81-5279161	1100242938
PC68965	SB Southside Trailer Service Inc.	16-1021936	1000007688
PC70068	SB Specialty Hearse & Ambulance Sales Corp. DBA Specialty Vehicles	11-2049044	1100082179
PC70325	SB St. James Nissan LLC DBA Smithtown Nissan	93-1432866	1100306214

CONTRACT #		CONTRACTOR	FED.IDENT.#	NYS VENDOR#
PC70310	SB	TAG Kingston LLC DBA TASCA Chrysler Dodge Jeep Ram	92-1724770	1100294453
PC70312		Towanda Automotive, Inc.	84-2310450	1100301291
PC69216	SB	Towne Ford, Inc.	16-1471173	1100128854
PC68966		Tracey Road Equipment, Inc.	16-1058204	1000007710
PC68995	SB	Trius, Inc.	11-1904714	1000023920
PC69388	SB	Utica Mack, Inc.	15-0576128	1000014695
PC68951	SB	Valley Fab & Equipment, Inc.	16-1541913	1000029443
PC68952		Van Bortel Chevrolet Inc.	46-1298708	1100096950
PC68953		Van Bortel Ford Inc.	16-1609363	1000008473
PC68967		Websmart Chevrolet, LLC	82-5282222	1100217994
PC70050		Whitmoyer Buick-Chevrolet, Inc.	23-2187550	1100246599
PC69160		Whitmoyer Ford, Inc.	25-1669706	1100246602
PC68984	SB	W.N.Y. Bus Parts, Inc. DBA Gorman Enterprises	16-1171292	1000015495

For Contract terms and conditions, Contractor contact information, and information about how to use this contract, please see the Contractor Award Notification page located on the OGS website at:

<https://online.ogs.state.ny.us/purchase/spg/awards/4044023166CAN.HTM>.

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ **Prepared by:** _____

Address: _____ **Title:** _____

_____ **Date:** _____

_____ **Phone:** _____

_____ **E-mail:** _____

Please detach or photocopy this form & return via e-mail to carol.neelis@ogs.ny.gov or mail to:

NYS Office of General Services
 Procurement Services
 Carol Neelis, 38th Floor
 Corning Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *



Contractor Information Summary

Updated: January 10, 2024

Group 40440 – VEHICLES, CLASS 1 – 8 (STATEWIDE)

Award Number: [23166](#) **Contract Period** *November 14, 2019 - November 13, 2029*

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68988	Metro Ford Sales, Inc. 3601 State St. Schenectady, NY 12304	Federal ID: 14-1619871 NYS Vendor ID: 100006901 Contact and Product Information
PC68968 SB	Metzger Gear, Inc. 218 Mushroom Blvd. Rochester, NY 14623	Federal ID: 52-2155556 NYS Vendor ID: 1100043397 Contact and Product Information
PC69422 SB	Mike Basil Motors, Inc. DBA Basil Toyota 6157 S. Transit Rd. Lockport, NY 14094	Federal ID: 16-1610781 NYS Vendor ID: 1100235093 Contact and Product Information OFFERS LEASING
PC68946	Navistar, Inc. 399 Albany Shaker Rd. Suite 202 Loudonville, NY 12211	Federal ID: 36-1264810 NYS Vendor ID: 1000031410 Contact and Product Information
PC69843	Nielsen Ford of Morristown Inc. 170 Ridgedale Ave. Morristown, NJ 07960	Federal ID: 88-2667434 NYS Vendor ID: 1100278967 Contact and Product Information
PC69848	Nielsen of Morristown, Inc. DBA Nielsen Chrysler Dodge Jeep Ram 200 Ridgedale Ave. Morristown, NJ 07960	Federal ID: 88-2643075 NYS Vendor ID: 1100280583 Contact and Product Information
PC70081	Nielsen Nissan, Inc. 59 Route 206 Stanhope, NJ 07874	Federal ID: 85-3051410 NYS Vendor ID: 1100286945 Contact and Product Information
PC69143 SB	North Shore Chevrolet LLC DBA Chevrolet of Smithtown 920 Middle Country Rd. Saint James, NY 11780	Federal ID: 27-2208712 NYS Vendor ID: 1100057985 Contact and Product Information OFFERS LEASING
PC69830 MBE WBE SB	Oneida Any AM, LLC DBAs: Nye Ford Nye Chrysler Dodge Jeep Ram Nye Volkswagen of Rome 1479 Genesee St. Oneida, NY 13421	Federal ID: 87-3570451 NYS Vendor ID: 1100277495 Contact and Product Information

ATTACHMENT 1: CONTRACTOR INFORMATION

CONTRACTOR/COMPANY INFORMATION	
Company Name:	Oneida Any AM, LLC
Address:	1479 Genesee St. Oneida, NY 13421
Company Website:	www.nyeauto.com
Federal ID #:	87-3570451
NYS Vendor ID #:	1100277495
Contract Administrator Name:	Matt DiSalvo
Title:	Fleet Sales Manager
Email:	mdisalvo@nyeauto.com
Phone:	315-363-0600

EMERGENCIES	
Contact Name:	Matt DiSalvo
Title:	Fleet Sales Manager
Email:	mdisalvo@nyeauto.com
Cell Phone:	315-886-1980

PAYMENT/ORDERING INFORMATION

Does Contractor offer a prompt payment discount for payments made in less than 30 days after receipt of a proper invoice? If yes, please detail the additional discounts by providing the percentage of discounts and the specific number of days within which payment must be made for the discounts to apply (for example: 2% / 15 days; 1% / 20 days).	No
Does Contractor accept the NYS Purchasing Card (see Appendix B, Purchasing Card) at no additional charge, for orders up to and including \$50,000?	No

NYS MINIMUM DISCOUNTS

The Contractor is an authorized Dealer of the following Single OEM Vehicle(s) and/or Chassis Make(s)/Model(s) and shall offer them at the NYS Minimum Discount(s) listed below, or a greater discount, for purchases under the Contract.

Make (e.g., Ford, International, Freightliner)	Model (e.g. All Models, F-150, Bolt EV, M2-106)	NYS Minimum Discount (Minimum of 1%)
FORD	All Models	1%
DODGE	All Models	1%
CHRYSLER	All Models	1%
JEEP	All Models	1%

RAM	All Models	1%
VOLKSWAGEN	All Models	1%

**RESOLUTION RE: AUTHORIZATION TO EXECUTE
PROFESSIONAL SERVICE AGREEMENT WITH
DESMAN INC.**

WHEREAS, the Village appropriated funding to the capital budget schedule for the Freightway Garage facility during the FY 23/24 budget cycle for planned repair work in keeping with the comprehensive inspection and condition assessment report prepared by Desman, Inc. (d/b/a Desman Design Management) in November of 2020; and,

WHEREAS, the Village desires to enter into a professional services contract with Desman Design Management for the procurement of professional engineering services concerning the repair and restoration of the Freightway Garage as set forth in Desman Inc.'s Proposal, dated January 02, 2024, ; now, therefore be it

RESOLVED, the Village Manager is hereby authorized to execute the Professional Service Agreement between the Village and DESMAN, Inc., 3 West 35th Street, 3Rd Floor, New York, New York 10001, for the Repair and Restoration of the Freightway Parking Garage at an additional cost not to exceed \$65,000; and be it further

RESOLVED, that the Village Manager is authorized to undertake all administrative acts pursuant to the agreement.

Date: February 13, 2024



To: Alex Marshall, Acting Village Manager

From: David A. Goessl, P.E., Village Engineer

Date: Friday, February 09, 2024

RE: Professional Service Agreement for Freightway Garage Rehabilitation Engineering/Design

MEMORANDUM
Engineering Department

As a follow-up to my previous memorandum regarding Freightway Garage rehabilitation dated July 12, 2023 attached herewith, please find copy a revised Desman proposal for your review and consideration.

As the Village is in budget season and we have a request for FY24/25 funding for the facility in keeping with the capital improvement schedule on file for the garage, we have asked Desman to amend their scope of work to include year two of the aforementioned schedule.

The Superintendent of Public Works, Capital Projects Director and I respectfully request that this matter be placed on the next available Board of Trustees agenda for review and consideration.

Thank you.

CC: Jeffrey Coleman, P.E., Superintendent of Public Works
Paul Zaicek, Capital Projects Director
Engineering Staff



Memorandum

Engineering Department

To: Robert Cole, Village Manager
From: David Goessl, PE, Village Engineer
CC: Alex Marshall, Deputy Village Manager
Date: July 12, 2023
Re: Professional Service Agreement – Freightway Parking Garage

As you are aware, the Village appropriated funding to the capital budget schedule for the Freightway Garage facility during the FY 23/24 budget cycle. The basis for the appropriation was for planned repair work in keeping with the comprehensive inspection and condition assessment report prepared by Desman Design Management in November of 2020. Part of Desman's final deliverable included a short term and long term programmatic budgeting and repair schedule that itemed repair tasks over a twenty five year period.

A few weeks ago, the Superintendent of Public Works, Capital Projects Director, and I met with Desman Associates to revisit their assessment and to discuss the relevance of the report against current conditions. While we all recognized that features of the garage are in immediate need of attention, the consensus was that the repair schedule proposed in 2020 should remain the basis moving forward. In closure to our meeting, we asked Desman to prepare a formal proposal for professional services to assist the Village with plan development, bid letting and contract administrative support to initial the first phase of comprehensive repairs, the majority of which we foresee are for deck concrete, traffic membrane, structural steel repair & finishing, ceiling pan replacement and general safety related.

Given the immediate needs to maintain the garage to prevent further parking stall closures, staff recommends that the Village enter into a professional services contract with Desman as the scope of outside services has been previously discussed in budget deliberations and funding for the project is in place. Furthermore it is with noting that the proposed fees for Desman are in keeping with industry standards and are within 8 to 12 percent of the estimated construction budget of \$ 596,292.

Attached please find copy the Desman proposal for your review and consideration for which staff has already reviewed and made suggestive edits. The draft before you incorporated those changes. Upon your approval, we will prepare the Village's standard formal contract documents for you signature.

Thank you.

CC: Jeffrey Coleman, P.E., Superintendent of Public Works
Paul Zaicek, Capital Projects Director
Engineering Staff

**PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL ENGINEERING AND CONTRACT
ADMINISTRATION SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2024 (“Effective Date”), by and between DESMAN, Inc., a Delaware corporation licensed to do business in the State of New York having its principal offices located at 3 West 35th Street, 3Rd Floor, New York, New York 10001 (hereinafter referred to as “DESMAN”), and the VILLAGE OF SCARSDALE, a municipal corporation of the State of New York having its principal place of business at 1001 Post Road, Scarsdale, New York 10583(hereinafter referred to as the “VILLAGE”) (collectively referred to as the “Parties” and each a “Party”);

WITNESS ITH

WHEREAS, the VILLAGE intends to enter into a professional service agreement with DESMAN to provide Professional Engineering Services for the Repair and Restoration of the Freightway Parking Garage, hereinafter “PROJECT”, as further described in Exhibit “A” VILLAGE DESMAN Proposal, dated January 2, 2024; and

WHEREAS, DESMAN represented that it possesses sufficient professional skills and experience to perform said services in a complete, timely, and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

I. SCOPE OF WORK

The services to be performed under this Agreement involve the performance of professional services related to Professional Engineering Services related to the PROJECT. DESMAN shall perform in a proper manner to the satisfaction of the VILLAGE, the scope of services to provided to the VILLAGE under this Agreement are those identified as Phase, I, Phase II, and Phase III of DESMAN’s proposal entitled “A Proposal to Provide Professional Engineering Services for the Repair and Restoration of the Freightway Parking Garage – 2024 REVISED Scarsdale, New York”, dated January 2, 2024, as set forth in Exhibit “A” attached hereto and made a part hereof (the “Services”).

II. COMPENSATION AND PAYMENT

DESMAN shall provide the Services described above and detailed in Exhibit “A” and the VILLAGE shall pay DESMAN an amount not to exceed \$ 65,000 for all phases of work as itemized and identified in the formal proposal submitted by DESMAN. Should the VILLAGE identify any necessary additional services not included in Exhibit “A” the VILLAGE and

DESMAN shall negotiate a lump sum for said additional work or utilize DESMAN's billing rate schedule included in Exhibit "A".

Reimbursable Expenses are in addition to compensation for basic services and include expenses identified in DESMAN's proposal as "Out-of-Pocket Expenses" approved by the VILLAGE.

DESMAN shall prepare a monthly invoice which will set forth services rendered and other charges. All amounts shall be paid within forty-five (45) calendar days after the date the invoice is received by the VILLAGE. Whenever the amount is past due more than forty-five (45) calendar days after receipt of the invoice, DESMAN may suspend any further work called for by this Agreement until such account is made current. The fact that DESMAN may continue to work beyond the time during which it may have suspended the work shall not be deemed a waiver of its rights hereunder.

III. TIME OF PERFORMANCE

Each phase of the services to be performed hereunder Professional Engineering Services for the Repair and Restoration of the Freightway Parking Garage shall commence upon receipt of written authorization from the VILLAGE for the specified phase and shall be expeditiously completed consistent with professional skill, standards, and care and within the project timeframe outlined in Exhibit "A" and in compliance with the terms of this Agreement. Each phase of services will be separately authorized to commence. The VILLAGE reserves the right not to authorize any and all of the identified phases of DESMAN's services in the best interest of the VILLAGE.

The following are the **anticipated dates and time periods**:

Commencement of Phase I – Condition Survey and Evaluation

- Immediately Scheduled Upon Contract Signing

Phase II – Design and Bidding Services

- Friday, March 1, 2024 Estimated Bid Letting Date

Phase III – Construction Administration and Job Site Inspection

- Upon Selection of Contractor and Execution of Contract

IV. COMPLIANCE WITH LAWS

DESMAN shall observe and abide by all applicable laws, ordinances, and regulations of federal, state, and local governments in connection with the work performed hereunder.

V. SUBCONTRACT AND ASSIGNMENT

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the VILLAGE. Approval by the VILLAGE of any subconsultants shall not relieve DESMAN of any liability or responsibility for the proper performance of the work under this Agreement.

VI. INSPECTIONS

All work performed by DESMAN shall be subject to inspection and approval by the VILLAGE at all times, but such approval shall not relieve DESMAN of responsibility for the proper performance of work.

VII. TERMINATION FOR CONVENIENCE

The VILLAGE shall have the right at any time to terminate this Agreement in whole, or in part, by five days written notice to DESMAN. Upon receipt of this notice DESMAN shall immediately discontinue performance and not incur any additional costs related to performance of its obligations under this Agreement, except to the extent authorized in writing by the VILLAGE.

In the event of termination for convenience, the VILLAGE shall pay DESMAN for all work completed to the date of termination by applying the percentage of the services performed during the applicable phase prior to termination to the lump sum fee for such phase. However, in no event shall the VILLAGE be obligated to pay more than the aggregate contract amount considering any previously paid amounts.

VIII. DEFAULT

Should DESMAN breach any provisions of this Agreement the VILLAGE shall retain all rights and remedies provided by law and equity and under the terms and conditions of this Agreement.

The VILLAGE shall have the right at any time to terminate this Agreement in whole, or part, if DESMAN fails to perform any of its obligations, or if DESMAN fails to give the VILLAGE assurance of adequate performance within ten (10) working days after written request by the VILLAGE for such assurance.

In the event of a breach of the Agreement by DESMAN, the VILLAGE may:

- A. Withhold payment of any further amounts that may be due DESMAN for allegedly deficient work until the Default is corrected, and/or
- B. Declare DESMAN to be in default,
- C. After written notification of default and failure to cure within a reasonable time, cancel this Agreement in whole or in part, and
- D. Pursue any and all other remedies afforded by law or equity.

If the termination is brought about as a result of a default (including but not limited to a default caused by unsatisfactory performance) on the part of DESMAN, the value of the work performed by DESMAN prior to termination shall be established by the percent of the amount

of such work completed by DESMAN that is acceptable to the VILLAGE, of the total amount of work contemplated by this Agreement less any damages and/or expenses incurred by the Village as a result of such default.

IX. INDEMNIFICATION

To the maximum extent permitted by law, DESMAN shall be responsible for all damage to life and property due to intentional misconduct, reckless or negligent acts and omissions by it, its subconsultants, agents or employees in connection with its services under this Agreement. DESMAN specifically agrees that its subconsultants, agents, or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that, to the maximum extent permitted by law, DESMAN shall indemnify and hold harmless the VILLAGE from all claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys’ fees and all other costs of defense, of every name and description resulting from intentional misconduct and reckless or negligent acts or omissions during performance of the DESMAN’s services under this Agreement. This shall include intentional acts, negligent performance of services, in addition to negligence founded upon tort, negligence based upon DESMAN’s failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against DESMAN, or the VILLAGE beyond such as may legally exist irrespective of this Article or this Agreement.

X. INSURANCE REQUIREMENTS

DESMAN shall, during the performance of its services, maintain the following types of insurance at no less than the minimum amounts stated and with insurers satisfactory to the VILLAGE (such as an A.M. Best A- rated or better insurer, licensed to conduct business in New York State, and a New York licensed and admitted insurer):

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
1. Commercial General Liability – including contractual liability	\$ 1,000,000	\$ 2,000,000
a. Bodily Injury/Property Damage	\$ 1,000,000	\$ 2,000,000
b. Products/Completed Operation	\$ 1,000,000	\$ 2,000,000
c. Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000
d. Medical Expense limit (any one	\$ 10,000	\$ N/A

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
person)		
2. Commercial Automobile Liability (if applicable)	\$1,000,000 Combined Single Limit- Each Accident	\$ N/A
3. Worker's Compensation	As required by law for all employees	As required by law for all employees
4a. Employer's Liability (Bodily Injury by Accident)	\$ 1,000,000	\$ N/A
a. By Disease	\$ 1,000,000	\$ N/A
b. Each Accident	\$ 1,000,000	\$ N/A
c. Each Employee	\$ 1,000,000	\$ N/A
4b. NY State Disability	Statutory Limits	Statutory Limits
5. Umbrella/Excess Liability Insurance	\$5,000,000	\$ 5,000,000
6. Professional (E&O) Liability Insurance	\$5,000,000	\$ 5,000,000
7. Network Security and Privacy Liability	\$1,000,000	\$1,000,000
8. Commercial Crime/Fidelity Bond	\$1,000,000	\$1,000,000

The DESMAN shall also take out and maintain during the life of this contract all applicable policies required in association with this project in the above amounts as will protect the Village of Scarsdale, their officials, employees, and agents. Such policies shall include:

- (1) An endorsement that the insurance company will give at least thirty (30) calendar days written notice to the Village of Scarsdale prior to modification or cancellation of any such policy.
- (2) An endorsement naming the Village of Scarsdale and its officials as additional insured
- (3) An endorsement that DESMAN's insurance shall apply as primary and non-contributory of any insurance maintained by the Village of Scarsdale.
- (4) Waiver of subrogation provision in favor of Village of Scarsdale.

Proper certificates of the above-mentioned policies must be submitted prior to the commencement of any services. All required insurance must be in effect and continued for the duration of this Agreement, at the DESMAN's expense and is subject to the approval of the Village Attorney as to adequacy, form, and correctness. No services shall commence or payments will be made to DESMAN until submission and approval of the insurance certificates. If any of the policies are written on a claim made basis, the policies must be in effect for 3 years after the contract termination. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.

The DESMAN hereby agrees to effectuate the naming of the Village and all of its salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, while performing duties on behalf of the Village as Additional Insureds on the DESMAN's insurance policies, except for workers' compensation and N.Y. State Disability insurance. The policy(ies) naming the Village as an Additional Insured shall state that the DESMAN's coverage shall be primary and non-contributory coverage for the Village and all of its salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, while performing duties on behalf of the Village with a waiver of subrogation in favor of the Village including Workers Compensation. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Village (CG 20 26 or equivalent). The decision to accept an endorsement rests solely with the Village. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable), Professional (E&O) Liability and Umbrella/Excess coverages.

At the Village's request, DESMAN shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested by the Village, DESMAN will provide a copy of the policy endorsements and forms.

DESMAN agrees to indemnify the Village for applicable deductibles and self-insured retentions.

The DESMAN acknowledges that failure to obtain and maintain the types and amounts of insurance required in this Section constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all legal remedies available to the Village. The DESMAN is to provide the Village with a certificate of insurance, evidencing the requirements of this Section have been met, prior to the provision of services. The failure of the Village to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the Village.

If DESMAN utilizes independent contractors or consultants, then DESMAN must provide verification that coverages extend to the independent contractors or consultants. If independent contractors or consultants are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided to the Village.

XI. INDEPENDENT CONSULTANT

DESMAN shall perform services in accordance with the terms and conditions of this Agreement as the VILLAGE’s independent consultant and is responsible for the means and methods used in performing services under this Agreement. The relationship between the VILLAGE and DESMAN is that of a consultant to the VILLAGE without any employer/employee relationship. The VILLAGE shall be the general administrator and coordinator of DESMAN services for the Project.

XII. DISPUTE RESOLUTION

This Agreement shall be governed by, and interpreted under, the laws of the State of New York, without consideration given to its conflicts of laws principles. The venue for mediation, arbitration or legal proceedings arising out of this Agreement shall be Westchester County, New York. The Parties hereby expressly waive any objection or claim that venue is improper in a federal or state court located in Westchester County, New York.

All claims, counterclaims, disputes, and other matters in question between the VILLAGE and the DESMAN shall be decided by either mediation, negotiation, arbitration, or in a court of competent jurisdiction. The VILLAGE, in its sole discretion, shall specify and choose the method of conflict resolution.

XIII. AGREEMENT DOCUMENTS/SUPPLEMENTS

The following exhibits, supplements or addendums form an integral part of this Agreement and shall be incorporated herein by reference:

Exhibit “A” - DESMAN proposal dated January 2, 2024

XIV. SEVERABILITY

In the event that any provision, clause, paragraph, or part of this Agreement is found to be unenforceable or unlawful for any reason such provision, clause, paragraph, or part shall be stricken from this Agreement and the remaining provisions, clause, paragraph, or parts shall remain fully enforceable.

XV. ENTIRE AGREEMENT

This Agreement together with the Proposal (Exhibit “A”) constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. In the event any of the terms or provisions of this Agreement conflict with any of the terms or provision of the Proposal (Exhibit “A”), this Agreement shall control. No modification or amendment of this Agreement shall be valid unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583

DESMAN

Name: _____
Printed

Name: _____
Printed

Name: _____
Signature

Name: _____
Signature

Title: _____

Title: _____

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	CONTACT NAME: Timothy Esler PHONE (A/C, No, Ext): (201) 262-1200 E-MAIL ADDRESS: certs@fenner-esler.com	FAX (A/C, No): (201) 262-7810
	INSURER(S) AFFORDING COVERAGE	
INSURED Desman, Inc. 3 West 35th Street, 3rd Floor New York NY 10001	INSURER A: Selective Insurance Co. of the Southeast A+	NAIC # 39926
	INSURER B: Hartford Insurance Company of the Southeast A+	38261
	INSURER C: Endurance American Specialty Insurance Company A+	41718
	INSURER D: Great Midwest Insurance Company A-	18694
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Master 23-24 NY

REVISION NUMBER:

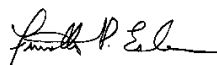
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Includes: XCU; Contractual & <input checked="" type="checkbox"/> 50 RR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Valuable Papers	Y		S2391236	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 VP Per Occurrence \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2391236	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S2391236	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		84WECAJ2MWL	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C/D	Professional Liability/Excess Prof Liab. Retro Date: Full Prior Acts			DPL30001379304/CXGM000035	12/03/2023	12/03/2024	Per Claim Limit \$5,000,000* Aggregate Limit \$5,000,000*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - Village of Scarsdale and its Officers and Agents as respects general liability where required by written contract. *TOTAL PROFESSIONAL LIABILITY LIMITS \$5M (C+D); \$2.5M Primary PL Policy DPL30001379304 + \$2.5M Excess PL Policy HPRO-CX-GM-0000354-01. \$100k deductible. ** Cyber Liability Policy PLM-CB-SRFVLZTR6-002; Eff: 8/15/23-24; Palomar Excess and Surplus Insurance Company NAIC# 16754; Lim;\$1M.

CERTIFICATE HOLDER**CANCELLATION**

Village of Scarsdale and its Officers and Agents 1001 Post Road Scarsdale NY 10583	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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January 2, 2024

Mr. David A. Goessl, P.E.
Village Engineer
Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583

Re: A Proposal to Provide Professional Engineering Services for the Repair and Restoration of the Freightway Parking Garage – 2024 REVISED Scarsdale, New York

Dear Mr. Goessl:

Per your request, **DESMAN** is pleased to furnish you with our proposal to provide Professional Design Services for the successful completion of the referenced project. These repairs will be based upon an updated condition survey which is included in this project.

The scope of the design services is to include the structural repairs and waterproofing of the structurally supported parking decks. At the outset of this project phase, we will meet with **Village of Scarsdale** to discuss the findings of our visual condition survey. At that time, we will finalize the repair program, review the methods of repair, scheduling and phasing for this project. The general scope of the repairs, as stated in the 2020 Condition Assessment Study prepared by Desman shall be used as a guide for this project.

For your convenience, we are providing you with a detailed Scope of Services as outlined by task. We believe that this project scope will best suit your needs at the current time, as we understand them.

SCOPE OF SERVICES

PHASE I – CONDITION SURVEY AND EVALUATION

TASK 1 - MEETING WITH OWNER AND UPDATED SURVEY/WALKTHROUGH

1. An updated Condition Survey will be performed and a meeting will be held with **Village of Scarsdale** to review the original survey reports, repair quantities and repair recommendations in order to establish the scope of the rehabilitation work, scheduling and phasing for the project.

TASK 2 - DOCUMENT REVIEW

We will review all available architectural, structural design and as-built design drawings, construction specifications, shop drawings and any reports related to the original construction, maintenance, previous repair, investigation or testing of the parking garage to determine the original design criteria and requirements for the horizontal, vertical and overhead concrete/decking repairs and programmed maintenance.

TASK 3 - VISUAL INSPECTION AND RECONNAISSANCE

Utilizing existing drawings, we will conduct an updated visual inspection of the parking garage to identify and quantify any areas of deterioration, distress, corrosion or moisture infiltration. The following items/building components will be addressed as appropriate:

- A. Parking Garage – Supported Floor Slabs, Columns, Beams
1. Quantity and location of observed cracks
 - a. Structural and/or non-structural
 - b. Leaking cracks
 2. Expansion, construction and control joints
 3. Number and location of existing drains, drain lines, ponding areas and overall deck drainage
 4. Waterproofing membrane as appropriate
 5. Location and condition of previously repaired areas
 6. Concrete spalls, delaminations and scaling
 7. Exposed reinforcing steel, wire mesh and visible connections, etc.
 8. Slab ceilings or soffit
 - c. Spalling
 - d. Apparent leaks or efflorescence through full depth cracks
 9. Structural steel elements connections and surface conditions (paint)
 10. Guiderails

TASK 4 – LIMITED DELAMINATION SURVEY

A limited delamination survey will be performed over the top surface of the structurally supported garage levels using the chain-drag method. This will determine the amount of delaminations or hollow areas in the concrete floor slab. These soundings will detect horizontal cracks at the top level of steel reinforcement caused by corrosion and/or between the traffic bearing waterproofing membrane and the concrete substrate. These horizontal cracks or delaminations may not be visibly detectable.

PHASE II - DESIGN AND BIDDING SERVICES

TASK 1 - ANALYSIS AND DESIGN

1. Perform a design check of the various structural components of the parking garage areas to determine their load carrying capacities. Based on the deterioration documented during our visual condition survey, a design check of the deteriorated members is to be performed to determine the degree of strengthening required if any during the restoration or repair of the parking deck.
2. Develop temporary shoring requirements during the rehabilitation as required.
3. Document any loading limitations in the parking garage with respect to temporary construction operations and equipment.
4. Develop and provide an initial cost estimate for pre-bid budgeting.

TASK 2 - PREPARATION OF REPAIR DETAILS

1. Design and detailing of the proposed parking garage repairs implementing the recommendations of our visual condition survey based upon the selected repair program.
2. Development of details for structural concrete repairs such as concrete replacement, concrete repairs at the soffits, columns and beams, masonry repairs, etc. along with any necessary repairs as is appropriate.
3. Development of details for waterproofing repairs such as a waterproofing membrane at the structurally supported level, expansion joints, floor cracks, construction joints, drains and piping, etc.
4. Development of details for other miscellaneous repair items such as paint striping and flashings, etc.
5. Development of phasing plans as required during the construction.

TASK 3 - PREPARATION OF DRAWINGS

1. A detailed set of repair drawings is to be prepared using CAD showing the approximate location and extent of the parking garage repairs based upon the findings of the visual condition survey.
2. Details for the structural repairs, waterproofing items, project phasing and any miscellaneous items previously outlined will also be included as appropriate.

TASK 4 - DEVELOPMENT OF TECHNICAL SPECIFICATIONS

1. Preparation of technical specifications in accordance to New York State public bidding laws, Wick's law and related if required for each individual work item outlining performance criteria, testing requirements during construction and warranties for each work item.
2. A repair procedure and specific materials are to be identified in the specifications to assure proper execution of the work.
3. Specific material testing during construction is to be outlined to determine acceptability and conformance of the work with contract requirements.
4. Provide estimated quantities for repair and/or replacement and include unit-based Contractor pay items.
5. Establish basis of inspection, acceptance and payment.

TASK 5 - 90% SUBMITTAL AND FINALIZE BID DOCUMENTS

1. Drawings and documents, including Engineer's estimate of quantities/costs will be advanced to 90% completion and submitted to **Village of Scarsdale** for review and comment. A discussion will be held with **Village of Scarsdale** to make any necessary changes and finalize the bidding documents including any necessary value engineering.

TASK 6 – BIDDING ASSISTANCE

1. Assist **Village of Scarsdale** in the preparation of technical and procurement bid documents, attend pre-bid conferences and preparation and issuance of addenda as appropriate to interpret, clarify, or expand the bidding documents. Included is the preparation of schedule of quantities, form of proposal and all prequalification submittals.
2. Assist **Village of Scarsdale** in reviewing the qualifications and acceptability of prospective contractors, subcontractors and suppliers.
3. Advise **Village of Scarsdale** as to the acceptability of alternate materials and equipment proposed by the prospective contractors when the substitution is made prior to the award of the contract as allowed by the bidding documents. Any substitution will be made prior to a formal award of the construction contract.
4. Evaluate the bids received and submit their findings and recommendations to **Village of Scarsdale** based on the technical competence and cost competitiveness of the bidding parties.

PHASE III - CONSTRUCTION ADMINISTRATION & JOB SITE SUPERVISION**TASK 1 - CONSTRUCTION ADMINISTRATION**

1. Review and approve all submittals from the contractor. This includes all shop drawings, product submissions and other materials.
2. Interpret and clarify contract documents, prepare change orders requiring special inspections and testing of the work, and make recommendations as to the acceptability of work. Formal approval by **Village of Scarsdale** will be required on all changes affecting form, fit, function and cost.
3. Review, recommend and approve the Applications for Payment submitted by the contractor and forward them to **Village of Scarsdale** with recommendations.
4. Upon substantial completion of the project, review the completed work and prepare a punch list.
5. Final inspection and written report upon completion of the project addressing all technical issues relating to the project including recommendations concerning final payments to contractors and the release of retained percentages.

TASK 2 - TECHNICAL SUPERVISION AND JOB SITE VISITS

1. Conduct periodic site visits and check the work in progress as a basis for determining conformance of work, materials and equipment with the contract documents.
2. Attend bi-weekly job site meetings when work is progressing as requested by **Village of Scarsdale** and/or the contractor. Prepare minutes for each meeting.

TASK 3 - TESTING SERVICES BY AN INDEPENDENT LABORATORY

1. We will assist **Village of Scarsdale** to retain the services of an independent testing agency and direct them for the required tests to be carried out for the testing of concrete, reinforcing steel, waterproofing, etc. and any other material tests, etc. as applicable to verify compliance with Contract Documents.

ENGINEERING FEE SCHEDULE

FREIGHTWAY PARKING GARAGE - 2024
Scarsdale, New York

Based on the aforementioned scope of services, we propose a total lump sum engineering fee of **Five Thousand Dollars (\$5,000.00)** for the Phase I Updated Condition Survey and Evaluation and **Thirty Thousand Dollars (\$30,000.00)** lump sum for the Phase II Design and Bidding Services.

The fees for the Phase III Construction Administration and Job Site Visits are given on a unit cost basis as the duration of the project may vary slightly dependent upon the selected restoration program and the frequency of the job site visits required. We anticipate the construction portion of the project to last approximately six (6) to months and thus we propose a fee of **Thirty Thousand Dollars (\$30,000.00)** for the Phase III Construction Administration.

The six-month duration is as follows:

1. Construction Administration
6 months @ 3,000 per month = \$18,000
2. Job Site Visits (including a punch list visit)
24 visits @ \$500 per visit = \$12,000

FEES FOR PHASE III		
TASK	DESCRIPTION	UNIT COST
CONSTRUCTION ADMINISTRATION AND JOB SITE SUPERVISION		
1	Construction Administration	\$3,000 per month
2	Job Site Visits	\$500 half day \$800 full day
3	Testing Laboratory	(Billed directly to Client)

NOTE: If the project exceeds the anticipated work period, our fee for an another six (6) months of Construction Administration and Job Site Visits would be an additional **Thirty Thousand Dollars (\$30,000.00)** based on the same monthly and site visit costs.

The additional services may be negotiated and a lump sum fee will be agreed upon plus customary reimbursable expenses, or as per our standard hourly rates.

DESMAN HOURLY RATES

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	\$290.00
Project Manager	\$220.00
Senior Engineer/Planner/Architect	\$210.00
Engineer/Planner/Architect	\$190.00
Designer	\$170.00

OUT-OF-POCKET EXPENSES

Direct out-of-pocket expenses incurred in connection with the performance of such services outlined above will be billed at cost. We anticipate these costs will not exceed \$2,000 and may include the following:

- Overnight mail and delivery charges.
- Charges for reproduction and printing of documents and plans at actual costs, exclusive of any labor costs incurred in connection.
- Office supplies and equipment directly chargeable and consumed.
- Rentals for equipment specifically hired or used in connection with the performance of Scope of Services with your approval.
- Any other costs and expenses deemed necessary in connection with performance of Scope of Services with your approval.

QUALIFICATION OF FEE

Our base fee does not include any of the following:

- Permits Fees of any kind
- Preparation of Public Filings or Permits

GENERAL TERMS

Additional Work

If **Village of Scarsdale** requests additional services beyond that specified in this document, then those services will be negotiated and a lump sum fee will be agreed upon plus customary reimbursable expenses, or as per our standard hourly rates.

Billing

DESMAN will bill the **Village of Scarsdale** monthly on the basis of the reasonable percentage of completion of the work.

ADDITIONAL TERMS

1. This proposal will be valid for 60 days. After that time, **DESMAN** reserves the right to review and, if necessary, revise fees and time schedules as appropriate.
2. **DESMAN** will be paid for actual services performed under this contract in the event of cancellation.
3. Invoices are payable within 30 days after presentation. Unpaid balances more than 45 days will be presumed to have interest calculated at the prevailing prime rate.

AUTHORIZATION TO PROCEED

We trust that our proposal is complete, in compliance with your request and worthy of your review and further consideration. Should you have any questions about our proposal or require any clarifications, please don't hesitate to call us at (212) 686-5360. If this proposal is in order and meets with your approval, please return one executed copy with your signature and approval for our files in order that we may commence with the work. We will not commence work without your written acceptance. Your continued consideration is most sincerely appreciated and we look forward to the opportunity of putting our staff at your disposal.

Sincerely,

DESMAN, Inc.

Jack Caliendo

Jack Caliendo
Associate Vice President

Accepted:
Village of Scarsdale

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

RESOLUTION RE: PROFESSIONAL SERVICE AGREEMENT WITH LOGICALLY FOR IT SERVER AND STORAGE AREA NETWORK (SAN) INFRASTRUCTURE UPGRADE

WHEREAS, in Spring 2023, engineers from Wixnet, LLC, d/b/a Logically performed an assessment of the Village’s server and data storage infrastructure in Village Hall and the Public Safety Building; and

WHEREAS, Logically has advised the Village to upgrade the its server and storage area network (SAN) infrastructure including ancillary hardware and software; and

WHEREAS, Logically formally submitted proposal #045549 to upgrade the Village’s server and SAN infrastructure including ancillary hardware and software; and

WHEREAS, after a thorough review process, the Village Manager’s Office has ultimately concluded that Logically’s proposal will fulfill the Village’s informational technology needs particularly in the area of cybersecurity at a total cost of \$338,112.68 ; and

WHEREAS, The Village seeks to award this contract in accordance with the adopted Local Law #11-2023 concerning “Best Value” procurement; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby approves the agreement with Wixnet, LLC, d/b/a Logically, 63 Marginal Way, Portland, Maine 04101 to upgrade the Village’s server and SAN infrastructure including ancillary hardware and software at a total cost of \$338,112; and be it further

RESOLVED, that the cost of this project will be financed with a budget transfer as follows:

GL Account	Account Description	Increase	Decrease
A-9990-SPCL-500 1991	General Fund Contingent		229,000
A-1680-MIS-HDWSP-400 499	MIS Equipment - Contractual		100,000
A-1680-MIS-HDWSP-200 20	MIS Equipment - Hardware	329,000	

and be it further

RESOLVED, that the Village Manager is hereby authorized to take all necessary administrative acts associated with this agreement.

Date: February 13, 2024

To: Mayor Arest and the Village Board of Trustees

From: Charles Hessler, Assistant Village Manager

Date: Thursday, February 01, 2024

RE: IT Server and Storage Area Network (SAN) Infrastructure Upgrade

MEMORANDUM
Village Manager's Office

Strategic investments are needed to upgrade the server and data storage infrastructure which are critical to Village of Scarsdale operations. In Spring 2023, engineers from Logically performed an assessment of the Village's server and storage area network (SAN) infrastructure housed in Village Hall and the Public Safety building. As outlined in proposal #045549, Logically proposes that the Village make the following investments in its IT infrastructure:

- The installation of four new physical servers.
- The installation of eight new virtual servers.
- The installation of two new storage area network (SAN) devices.
- The installation of two new ancillary uninterruptible power supply (UPS) devices.
- Replacing the existing server operating system with the new Windows SQL Server 2022 operating software.

This project is a critical project for the following reasons:

- The Server and SAN hardware have exceeded the industry-recommended lifespan which can lead to diminishing performance, increases in energy demands and higher failure rates.
- The Server and SAN hardware are no longer supported by the manufacturer and thus, the Village is responsible for bearing increasing maintenance and operation costs.
- Replacement parts for old server and SAN hardware can be difficult or sometimes impossible to find. The price to replace in an emergency is frequently at a premium.
- The new Windows SQL Server 2022 operating system comes equipped with the latest compatible firmware updates and patches. This provides protection against malware and cybersecurity threats.

Logically secured hardware pricing for this project from HP at a significantly discounted rates when compared to Logically's contract pricing as well the NY State Office of General Services pricing. The Village Manager's Office seeks to award this contract in accordance with the recently adopted Local Law #11-2023 concerning "Best Value" procurement. As the Village's Managed Service Provider, Logically already has visibility into our IT infrastructure, a fact which makes it advantageous to contract with Logically to perform this work over another IT firm. Contracting with a different IT firm could result in project schedule delays and errors due to the initial lack of knowledge about the Village's IT infrastructure.

I recommend that the Village Board of Trustees authorize the Village Manager to enter into an agreement with Logically to upgrade the Village's Server and SAN infrastructure at an overall price of \$338,112.68. The cost of this project will be financed with a budget transfer as follows:

GL Account	Account Description	Increase	Decrease
A-9990-SPCL-500 1991	General Fund Contingent		229,000
A-1680-MIS-HDWSP-400 499	MIS Equipment - Contractual		100,000
A-1680-MIS-HDWSP-200 20	MIS Equipment - Hardware	329,000	



We have prepared a proposal for you

**Server/SAN Project for Village Hall & Public Safety for
Village of Scarsdale**

Proposal # 045549
Version 1

Prepared for:

Village of Scarsdale

Alexandra Marshall
amarshall@scarsdale.com

Prepared For:**Village of Scarsdale**

Alexandra Marshall
1001 Post Road
Scarsdale, NY 10583

Sales Contact:**Logically**

John Allen
Phone: (717) 439-5183
Email: john.allen@logically.com

Proposal #

045549.1

Date Issued:

02.05.2024

Expiration Date:

02.29.2024

Statement of Work

Logically is presenting this statement of work to update the server and storage infrastructure at the Village of Scarsdale's Public Safety and Village Hall locations. Logically will be installing updated server and SAN hardware, followed by a migration of the current Server [REDACTED] over to the new hosts and storage. Logically will also be migrating the roles and content from the soon to be end of life Server [REDACTED] instances over to updated Server [REDACTED]

This is a time and materials project and based upon current deliverables and assumptions is expected to take approximately **380** hours. Unknowns, changes to assumptions, or scope changes may impact this estimate and will require approval by Client before making any modifications to this original time estimate.

Deliverables:

- **Discovery, Documentation and Meetings - Public Safety**
 - Discovery, Planning and Design
 - Client and kickoff meetings
 - Vendor Interaction and Facilitation
- **Discovery, Documentation and Meetings - Village Hall**
 - Discovery, Planning and Design
 - Client and kickoff meetings
 - Vendor Interaction and Facilitation
- **Phase I - Hardware Staging - Public Safety**
 - Host Staging
 - Configure HP SAN and SAN Switching
 - Create virtual switches and networking on hosts
 - Validate cluster and confirm connectivity
 - Stand up Server [REDACTED] image
- **Phase I - Hardware Staging -Village Hall**
 - Host Staging
 - Configure HP SAN and SAN Switching
 - Create virtual switches and networking on hosts
 - Validate cluster and confirm connectivity
 - Stand up Serve [REDACTED] image
- **Phase II - Onsite Installation and Prep work - Public Safety**
 - Onsite Installation
 - Updated photos
 - Server [REDACTED] pre-requisites
 - NOC Toolset Installs
- **Phase II - Onsite Installation and Prep work - Village Hall**
 - Onsite Installation
 - Updated photos
 - Server [REDACTED] pre-requisites

Statement of Work

- NOC Toolset Installs
- **Phase III - Existing Appliance / [REDACTED] Migrations to new host - Public Safety**
 - Existing [REDACTED] Migrations
 - Existing [REDACTED] Migrations
- **Phase III - Existing Appliance / [REDACTED] Migrations to new host Village Hall**
 - Existing [REDACTED] Migrations
 - Existing [REDACTED] Server Migrations
- **Phase IV - [REDACTED] Migrations and Consolidations - Public Safety**
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Move [REDACTED]
 - Migrate [REDACTED]
 - Build Server [REDACTED]
- **Phase IV - [REDACTED] Migrations and Consolidations -Village Hall**
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
 - Migrate [REDACTED]
- **Phase V - Decommission [REDACTED] - Public Safety**
 - Decommission [REDACTED]
 - Removal of hardware
- **Phase V - Decommission [REDACTED] - Village Hall**
 - Decommission [REDACTED]
 - Removal of hardware
- **Phase VI - Post Cutover Support - Public Safety**
 - Post migration support
 - Updated Documentation and Notes
 - Handoff to MS team
 - Buffer time
- **Phase VI - Post Cutover Support - Village Hall**
 - Post migration support
 - Updated Documentation and Notes
 - Handoff to MS team
 - Buffer time

Statement of Work

- **Travel - Public Safety**
 - Travel Estimate
- **Travel - Village Hall**
 - Travel Estimate

Project Specific Notes & Assumptions:

- Client is aware that Logically will be sending an engineer onsite for the hardware installation
- Logically is assuming that customer will provide site access to required equipment locations at times of normal business hours under the scope of this project
- Logically is under the impression there is adequate physical space, power, network connectivity and ventilation where the server is being installed
- Client is aware that we will arrange a window of time to handle a storage migration of the existing servers and SAN to the new server and storage environment
- Client is aware that some windows of server downtime may be necessary while the servers are being migrated
- Client is aware that Logically will be interfacing with a dedicated point of contact for the specific cutover times as well as testing and confirmation efforts post migration
- Client is aware that the line of business application migrations will require the assistance of the vendor
- Client is aware that the vendor may be working off of their own statement of work, which is not reflected in this document
- Client is aware that the total number of SQL servers quoted is an estimate
- Logically is predicting that 1 SQL Standard Server, running 4 cores, will work sufficiently for SQL server consolidation for Public Safety
- Client is aware that additional SQL Server licensing may be needed depending on the performance and needs of the migrated servers
- Client is aware that outside of the onsite installation, the majority of the work will be completed remotely
- Client is aware that Logically has included some post cutover remediation assistance time in the event it is needed
- Client is aware that this is a time and materials estimate and can fluctuate if requirements are changed
- Client is aware that any items not explicitly defined in this scope of work will be considered as a change order as a separate billable engagement

Project Prerequisites & Client Responsibilities

- Client will designate a single point of contact for all communications and to support coordination with all Client staff.
- Client is responsible for purchasing any equipment, software, or licenses not included as part of the project such as cables, anti-virus, etc.
- Client is responsible for providing any wiring or cabling services required to implement this project.
- Client is responsible for any carpentry requirements such as drilling holes for cables, mounting computers or monitor brackets, anchoring server racks, installing conduit, etc.
- Client is responsible for the procurement and scheduling of all utilities, including Internet Services

Standard Notes & Assumptions

Note: Any changes to the following assumptions may result in a change in scope to the project and resulting change order.

- Logically will be granted remote access with Admin privileges to modify and configure.
- Logically does not dispose of equipment, but can recommend companies to utilize their service.
- Vendors should request 48-hour notice to access server room (other than for emergencies).
- Vendors should coordinate and plan with Logically if they wish to change or add devices with IP addresses.
- Vendors should not plug in RJ45 or fiber to any network devices.

Hardware - Public Safety	Price	Qty	Ext. Price
HPE [REDACTED] Swch [REDACTED]	\$72,849.09	1	\$72,849.09
CAT6 250-MHz Molded Snagless Stranded Ethernet Patch Cable-Unshielded(UTP), CM PVC (RJ45 M/M), Blue, 5-ft.(1.5-m), 10-Pack	\$38.41	1	\$38.41

Subtotal: \$96,201.84

Hardware - Village Hall	Price	Qty	Ext. Price
HPE [REDACTED] Svr [REDACTED]	\$11,657.17	2	\$23,314.34

Hardware - Village Hall	Price	Qty	Ext. Price
HPE [REDACTED] Swch	\$72,849.09	1	\$72,849.09
[REDACTED]			
CAT6 250-MHz Molded Snagless Stranded Ethernet Patch Cable-Unshielded(UTP), CM PVC (RJ45 M/M), Blue, 5-ft.(1.5-m), 10-Pack	\$38.41	1	\$38.41

Subtotal: \$96,201.84

Software - Public Safety	Price	Qty	Ext. Price
MICROSOFT CORPORATION : [REDACTED]	\$6,156.00	4	\$24,624.00
[REDACTED] 2 Core License Pack	\$3,944.00	2	\$7,888.00

Subtotal: \$32,512.00

Software - Village Hall	Price	Qty	Ext. Price
MICROSOFT CORPORATION : [REDACTED]	\$6,156.00	4	\$24,624.00
[REDACTED] 2 Core License Pack	\$3,944.00	4	\$15,776.00

Subtotal: \$40,400.00

Project Labor	Price	Qty	Ext. Price
Time and Materials Estimate - ProServ	\$250.00	338	\$84,500.00
Time and Materials Estimate - ProServ-OT	\$325.00	32	\$10,400.00
Time and Materials Estimate - NOC	\$175.00	2	\$350.00
Time and Materials Estimate - Travel	\$250.00	8	\$2,000.00
Project Coordination Fee	\$9,725.00	1	\$9,725.00

Subtotal: \$106,975.00

Discount	Price	Qty	Ext. Price
Discount	\$34,658.00	-1	(\$34,658.00)

Subtotal: (\$34,658.00)

Quote Summary

Description	Amount
Hardware - Public Safety	\$96,201.84
Hardware - Village Hall	\$96,201.84
Software - Public Safety	\$32,512.00
Software - Village Hall	\$40,400.00
Project Labor	\$106,975.00
Discount	(\$34,658.00)

Subtotal: \$337,632.68

Shipping: \$480.00

Total: \$338,112.68

Financing Options available for hardware purchases upon request.

Terms and Conditions

This Terms and Conditions Agreement (the "Agreement") is entered into by and between Winxnet, LLC, doing business as Logically ("Logically"), a Delaware limited liability company having its principal offices at 63 Marginal Way, Portland, Maine ("Logically") and the undersigned customer ("Customer").

This proposal, and any subsequent proposal executed by Logically and the Customer named below, and including the Master Service Agreement at <https://www.logically.com/agreements/masterservices-agreement> and all terms referenced herein and therein and all attachments and addenda hereto, govern Customer's purchase of the Services (collectively, the "Agreement") and by executing this proposal, Customer agrees to each of the foregoing. This proposal is effective as of the last date of signature by both Logically and Customer as set forth below (the "Effective Date").

1. The content of this Agreement and any related statement of work, scope of work, managed services agreement, outsourcing agreement, or other quotation or proposal (each, a "Work Order") is confidential. Unless required by law or authorized in writing by the other party, neither this Agreement nor the Work Order is to be disclosed to any person or organization other than those who need to know the terms of this Agreement or the Work Order to assist either party, or act on either party's behalf, to exercise its rights or perform its obligations hereunder or thereunder.
2. The pricing information, estimates, and all other proposed solutions included in this Agreement or the Work Order are based on Logically's understanding and assumptions of the requirements and environment represented in the corresponding Work Order, and on Logically being awarded the entire scope of the work being requested (collectively, the "Conditions"). In the event any of the Conditions are not accurate or if any Condition changes or is altered during the term of this Agreement, Logically shall have the right to terminate this Agreement and any related Work Order immediately upon notice to Customer.
3. Pricing is valid for a period of thirty (30) calendar days from the date of submission. All pricing is shown in U.S. dollars and does not include applicable taxes or certain other charges such as VAT, travel duty, or freight charges.
4. If any Work Order is terminated early for any reason other than by Logically for convenience in accordance with the Master Services Agreement, then a termination charge shall be due from Customer to Logically on the termination date. The termination charge for each

service is as set forth on the applicable Work Order (“Termination Charge”). Customer agrees that the damages that would be sustained by Logically from Customer’s early termination or default of a Work Order or this Agreement cannot readily be determined and that the termination charge constitutes “liquidated damages” and not a penalty. Customer waives any claim that such termination charge constitutes a penalty.

5. Project Payment Information:

- Product / software: 100% of product is due prior to ordering products.
- Shipping Charges may change based on actual costs.
- Fixed Fee Labor: Two equal payments of 50%: The first installment is due at contract signing, and the remaining installment will be invoiced based upon project completion.
- Time & Materials Labor: 25% Deposit due at contract signing. Actual labor and/or travel hours incurred will be billed once per month.
- Please note that all prices reflect a 3% discount based on payment via check. The 3% discount will be removed if payment is made via credit card.
- If applicable, Project Coordination is billed as a fixed percentage of total labor payable as two equal payments of 50%: The first installment is due at contract signing, and the remaining installment will be invoiced based upon project completion.
- If the Billing Contact is different from the undersigned, please provide Billing Contact details:

Name:

Mailing Address:

Phone Number:

E-mail Address:

6. Customer agrees that, if it has not done so already, it shall review and enter into a Master Services Agreement between Logically and Customer in addition to this Agreement and any applicable Work Order. Unless explicitly provided otherwise therein, in the event of a direct conflict between: (a) the terms of a Master Services Agreement and any Work Order, the terms of the Master Services Agreement shall control; (b) the terms of a Master Services Agreement and this Agreement, the terms of the Master Services Agreement shall control; and (c) the terms of this Agreement and a Work Order, the terms of this Agreement shall control. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

7. Unless otherwise agreed in writing, payment for services is due within fifteen (15) days of the date of issuance of the invoice by Logically. Customer shall pay to Logically a late payment charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Logically is in arrears. Customer agrees to pay all costs of collection, including court costs and reasonable attorney’s fees, incurred in the collection of any amount past due. Customer acknowledges that Logically may participate in, and retain the benefit of, vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein Logically may receive benefits, such as frequent flyer miles or other consideration.

I, THE UNDERSIGNED, AGREE TO THE ABOVE TERMS AND CONDITIONS. ADDITIONALLY, I ALSO CERTIFY THAT I HAVE REVIEWED THE PRODUCTS AND/OR PROJECT DELIVERABLES ASSOCIATED WITH THIS ESTIMATE AND UNDERSTAND THAT ANY PRODUCTS OR PROJECT DELIVERABLES NOT EXPLICITLY STATED IN THIS ESTIMATE WILL BE OUTSIDE THE SCOPE OF THIS ESTIMATE AND WILL REQUIRE ADDITIONAL FUNDS TO PROCURE OR IMPLEMENT.

Acceptance

Village of Scarsdale

Signature: _____

Name: Alexandra Marshall

Date: _____

**RESOLUTION RE: **AUTHORIZATION TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH
HILL INTERNATIONAL, INC.. TO PROVIDE
OWNER’S REP AND CONSTRUCTION
MANAGEMENT SERVICES FOR THE POOL
COMPLEX RECONSTRUCTION PROJECT****

WHEREAS, the Scarsdale Pool Complex, located at 311 Mamaroneck Road, is approximately 55 years old and in need of many costly repairs and improvements, which have been determined through extensive study and evaluation as economically infeasible; and

WHEREAS, to support the design and construction of a new, seasonal aquatics facility to replace the existing municipal pool complex the Village of Scarsdale prepared a Request for Proposals (RFP) for Owner’s Rep and Construction Management Services; and

WHEREAS, on September 08, 2023 the Village sent out the RFP to multiple firms that specialize in Owner’s Rep and Construction Management Services, and the RFP was advertised on the Empire State online Bid System; and

WHEREAS, on the RFP due date of October 03, 2023, five firms submitted proposals, which were reviewed by a Village-formed committee consisting of representatives from the Board of Trustees, members of the Ad Hoc Pool Redevelopment Advisory Council, and Village staff; and

WHEREAS, all proposals were evaluated, taking into consideration the firm’s depth and breadth of successful experience with similar projects, and the content, quality, and fees of both Preconstruction Services and Construction Management Services; and

WHEREAS, the Committee interviewed all five firms and after in-depth reference checks selected Hill International, New York, NY with proposed fees of \$746,429 for Preconstruction Services and \$1,161,885 for Construction Management Services; now therefore be it

RESOLVED, that the Village Manager is herein authorized to execute a professional services agreement in substantially the same form as attached hereto, with Hill International Inc., One Penn Plaza, New York, NY 10119, to provide Preconstruction Services and Construction Management Services for the Scarsdale Pool Complex Reconstruction Project at a cost of \$746,429 for Preconstruction Services and \$1,161,885 for Construction Management services, with authorization to proceed with Preconstruction Services only; and be it further

RESOLVED, that costs associated with this work be charged to Pool Project Account H-7197-964 2024-122; and be it further

RESOLVED that the Village Board of Trustees authorizes the Village Manager to undertake any administrative acts required pursuant to the terms of the agreement.

Date: February 13, 2024

To: Alex Marshall, Acting Village Manager
From: Paul Zaicek, Director of Capital Projects
Date: Thursday, February 08, 2024
RE: Pool Complex – Owner’s Rep and Construction Management Services

MEMORANDUM
Department of Public Works

The Scarsdale pool complex, located at 311 Mamaroneck Road, is approximately 55 years old and in need of many costly repairs and improvements, which have been determined through extensive study and evaluation as infeasible. A variety of study documents, including an Existing Conditions Survey and Report, were completed. It is anticipated that the entire Pool Complex will be demolished and replaced through appropriate project phasing with an enhanced seasonal (outdoor) aquatics facility.

To support the design and construction of a new facility, the Village prepared a Request for Proposals (RFP) for Owner’s Rep and Construction Management Services. The Village will be awarding an architectural design services contract separately. The scope of the Owner’s Rep and Construction Management services includes two separate phases identified as Preconstruction Services and Construction Management Services.

The primary Preconstruction Services / Goals include:

- Assure that all contracts, including architectural design services, reflect contracting best practices and fully protect all associated Village interests.
- Support effective decision making in all design phases, with primary focus on ensuring that construction cost estimates are provided for design elements being contemplated, and that the estimated total construction cost is updated on a rolling basis as individual design choices are considered.
- Provide guidance and recommendations throughout the preconstruction phases to achieve improved project outcomes, including ensuring appropriate materials and methods, and cultivating reduced construction and operating costs, enhanced environmental performance, including such factors as energy efficiency and conservation, and water conservation, and maximized community satisfaction.
- Develop and administer the project timeline, including identification of key milestones and associated dependent tasks, as well as consideration of material and contractor availability.
- Construction contracts are awarded only to qualified bidders having a complete understanding of their respective scope of work, such that change orders are minimized and all tasks are professionally completed within budget. This necessarily involves quality bid documents, a thorough contractor evaluation process, and diligent oversight of all construction phases.

The work associated with the Preconstruction Phase services is anticipated to take place over a 20-month period.

The primary Construction Management Services / Goals include:

- The project is completed on time and within budget, with exposure to delay claims and change orders limited to the maximum extent feasible.
- The construction management team comprised of fully qualified personnel to include, at a minimum, one full-time, on-site project manager and a part-time main office project manager.
- All suppliers and contractors are scheduled and managed to achieve consistency with the anticipated project timeline, as well as to avoid potential financial and operational costs associated with project delays.
- All design specifications are achieved, including validating through rigorous inspection the use of appropriate materials and methods, thereby helping to ensure that the project is not only delivered in-time and within budget, but also built to provide lasting community benefit without premature structural, mechanical, or other costly failures.
- Upon commissioning, all structural and major mechanical elements function as intended without need for repair, replacement, or other major modification, and staff are properly trained on the use and maintenance of the new facility and equipment.

At completion of the Preconstruction Phase, the Village will determine, at its sole discretion, whether to proceed with the Construction Management Services. At this stage, the consultant will refine its estimate of Construction Management Services costs to reflect the final project design and scope, and negotiate with the Village any appropriate changes, with any needed increase not to exceed industry norms and standards. Should the Village decide to proceed with the Construction Management Services, the successful respondent will be authorized to proceed in writing by the Village. The work associated with the Construction Management Services is anticipated to take place over an approximate 20-24 -month period.

On September 08, 2023 the Village sent out the RFP to multiple firms that specialize in Owner's Rep and Construction Management Services, and the RFP was advertised on the Empire State online Bid System. On September 19, 2023, the Village held a mandatory pre-proposal project meeting in which eight firms attended. On the RFP due date of October 03, 2023, five firms submitted proposals. The proposals were reviewed by a Village-formed Pool Complex Project Committee consisting of representatives from the Village Board of Trustees, members of the Ad Hoc Pool Redevelopment Advisory Committee, and Village staff. All proposals were evaluated, taking into consideration the firm's depth and breadth of successful experience with similar projects, and the content, quality, and fees of both Preconstruction Services and Construction Management Services.

The Committee interviewed all five firms, and after in-depth reference checks selected Hill International, New York, NY. Village staff negotiated Hill International's proposed fees which yields reduced fees of \$746,429 for Preconstruction Services and \$1,161,885 for Construction Management Services. Hill International's total proposed costs are reasonable and within industry standards for the scope of services to be provided.

Accordingly, I have attached a resolution for the Village Board's consideration at their February 13, 2024 meeting authorizing the Village Manager to execute the attached professional services agreement, in substantially the same form as attached hereto, with Hill International, Inc, One Penn Plaza, New York, NY in the amount of \$746,429 for Preconstruction Services and \$1,161,885 for Construction Management services, with authorization to proceed with Preconstruction Services only.

Adequate funds are allocated in the Pool Project Account # H-7197-964 2024-122 to fund the Preconstruction Phase Services.

Thank you and please let me know if any additional information is needed.

**PROFESSIONAL SERVICES AGREEMENT
OWNERS REP AND CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT, entered into this 13th day of February, 2024 (“Effective Date”), by and between HILL INTERNATIONAL, INC., having its principal offices located at One Penn Plaza, Suite 3915, New York , New York 10119, hereinafter referred to as “FIRM”, and the VILLAGE OF SCARSDALE, having its principal place of business at 1001 Post Road, Scarsdale, New York 10583, hereinafter referred to as the “VILLAGE”;

WHEREAS, the VILLAGE intends to enter into a professional service agreement with FIRM to provide Owners Rep and Construction Management services in connection with the Scarsdale Aquatic Facility Design and Reconstruction Project, hereinafter “PROJECT”, as further described in Exhibit “A” VILLAGE Request for Proposals (RFP), issued September 8, 2023 Exhibit “B” FIRM Proposal, dated October 3, 2023, and Exhibit “C” FIRM’s Revised Cost Proposal and Staffing Plan, undated; and

WHEREAS, FIRM represented that it possesses sufficient professional skills and experience to perform said services in a complete, timely, and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

I. SCOPE OF WORK

The services to be performed under this Agreement involve the performance of professional services related to Preconstruction Services and Construction Management Services related to the PROJECT. FIRM shall perform in a proper manner to the satisfaction of the VILLAGE, the scope of services identified in Exhibits “A”, “B”, and “C” attached hereto and made a part hereof.

II. COMPENSATION AND PAYMENT

FIRM shall provide the services described above and detailed in Exhibits “A”, “B” and “C” and the VILLAGE shall pay FIRM an amount not to exceed \$746,428.59 for Preconstruction Phase Services and \$1,161,884.80 for Construction Management Services. The final fee for Construction Management services will be negotiated at the completion of the Preconstruction Phase Services as stipulated in this agreement and Exhibit “A”. Should the VILLAGE identify any necessary additional services not included in Exhibits “A”, “B” and “C” the VILLAGE and FIRM shall negotiate a lump sum for said additional work or utilize FIRM’S billing rates included in Exhibit “C”.

In addition, if not provided by the VILLAGE, FIRM will supply trailers/space and connections for the FIRM to utilize when performing services at an additional charge not to exceed \$50,000.

Further, if not provided by the VILLAGE, FIRM will provide office supplies and other direct costs at an additional charge not to exceed \$50,000.

Reimbursable Expenses are in addition to compensation for basic services and include expenses incurred for: printing, reproductions, plots, standard form documents; postage, handling and delivery; and other project-related expenditures approved by the VILLAGE.

FIRM shall prepare a monthly invoice which will set forth services rendered and other charges. All amounts shall be paid within forty-five (45) days after the date the invoice is received by the VILLAGE. Whenever the amount is past due more than forty-five (45) days after receipt of the invoice, FIRM may suspend any further work called for by this Agreement until such account is made current. The fact that FIRM may continue to work beyond the time during which it may have suspended the work shall not be deemed a waiver of its rights hereunder.

III. TIME OF PERFORMANCE

Each phase of the services to be performed hereunder (Preconstruction Services and Construction Management Services) shall commence upon receipt of written authorization from the VILLAGE for the specified phase and shall be expeditiously completed consistent with professional skill, standards, and care and within the project timeframe outlined in Exhibit “A” and in compliance with the terms of this Agreement. Each phase of services will be separately authorized to commence. The VILLAGE reserves the right not to authorize the second phase of the FIRM’s services (to wit, the Construction Management Services).

The following are the **anticipated dates and time periods**:

Preconstruction Phase

March 1, 2024	Commencement of preconstruction phase services. Preconstruction Phase Services to take place over approximately 20 months.
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Construction Management

Construction Management Services will commence after construction contracts are executed all approvals and permits are secured, and the VILLAGE has given the contractors authorization to commence construction. It is anticipated that Construction Management services will commence within approximately 3-4 months of construction contract(s) award. As stipulated in Exhibit “A” construction management services will take place over an approximate 20-24 month period.

The anticipated dates and time periods mentioned herein are not definite dates for completion of the respective work or activity. It is understood by the parties that the VILLAGE will endeavor to have the respective work / activity completed on or before the anticipated dates and within stipulated time periods. However, the inability to complete the work or activity on

or before the anticipated dates or within the time periods specified herein, for whatever reason, shall not constitute a failure to perform or breach of contract.

IV. COMPLIANCE WITH LAWS

FIRM shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments in connection with the work performed hereunder.

V. SUBCONTRACT AND ASSIGNMENT

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the VILLAGE. Approval by the VILLAGE of any subconsultants shall not relieve FIRM of any liability or responsibility for the proper performance of the work under this Agreement.

VI. INSPECTIONS

All work performed by FIRM shall be subject to inspection and approval by the VILLAGE at all times, but such approval shall not relieve FIRM of responsibility for the proper performance of work.

VII. TERMINATION FOR CONVENIENCE

The VILLAGE shall have the right at any time to terminate this Agreement in whole, or in part, by five days written notice to FIRM. Upon receipt of this notice FIRM shall immediately discontinue performance and not incur any additional costs related to performance of its obligations under this Agreement, except to the extent authorized in writing by the VILLAGE.

In the event of termination for convenience, the VILLAGE shall pay FIRM for all work completed to the date of termination by applying the percentage of the services performed during the applicable phase prior to termination to the lump sum fee for such phase. However, in no event shall the VILLAGE be obligated to pay more than the aggregate contract amount considering any previously paid amounts.

VIII. DEFAULT

Should FIRM breach any provisions of this Agreement the VILLAGE shall retain all rights and remedies provided by law and equity and under the terms and conditions of this Agreement.

The VILLAGE shall have the right at any time to terminate this Agreement in whole, or part, if FIRM fails to perform any of its obligations, or if FIRM fails to give the VILLAGE assurance of adequate performance within ten (10) working days after written request by the VILLAGE for such assurance.;

In the event of a breach of the Agreement by FIRM, the VILLAGE may:

- A. Withhold payment of any further amounts that may be due FIRM for allegedly deficient work until the Default is corrected, and/or
- B. Declare FIRM to be in default,
- C. After written notification of default and failure to cure within a reasonable time, cancel this Agreement in whole or in part, and
- D. Pursue any and all other remedies afforded by law or equity.

If the termination is brought about as a result of a default (including but not limited to a default caused by unsatisfactory performance) on the part of FIRM, the value of the work performed by FIRM prior to termination shall be established by the percent of the amount of such work completed by FIRM that is acceptable to the VILLAGE out of the total amount of work contemplated by this Agreement less any damages and/or expenses incurred by the Village as a result of such default.

IX. INDEMNIFICATION

To the maximum extent permitted by law, FIRM shall be responsible for all damage to life and property due to intentional misconduct, reckless or negligent acts and omissions by it, its subconsultants, agents or employees in connection with its services under this Agreement. FIRM specifically agrees that its subconsultants, agents, or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that, to the maximum extent permitted by law, FIRM shall indemnify and hold harmless the VILLAGE from all claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, of every name and description resulting from intentional misconduct and reckless or negligent acts or omissions during performance of the FIRM's services under this Agreement. This shall include intentional acts, negligent performance of services, in addition to negligence founded upon tort, negligence based upon FIRM's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against FIRM, or the VILLAGE beyond such as may legally exist irrespective of this Article or this Agreement.

X. INSURANCE REQUIREMENTS

FIRM shall, during the performance of its services, maintain the following types of insurance at no less than the minimum amounts stated and with insurers satisfactory to the VILLAGE (such as an A.M. Best A- rated or better insurer, licensed to conduct business in New York State, and a New York licensed and admitted insurer):

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
1. Commercial General Liability – including contractual liability	\$ 1,000,000	\$ 2,000,000
a. Bodily Injury/Property Damage	\$ 1,000,000	\$ 2,000,000
b. Products/Completed Operation	\$ 1,000,000	\$ 2,000,000
c. Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000
d. Medical Expense limit (any one person)	\$ 10,000	\$ N/A
2. Commercial Automobile Liability (if applicable)	\$1,000,000 Combined Single Limit- Each Accident	\$ N/A
3. Worker’s Compensation	As required by law for all employees	As required by law for all employees
4a. Employer’s Liability (Bodily Injury by Accident)	\$ 1,000,000	\$ N/A
a. By Disease	\$ 1,000,000	\$ N/A
b. Each Accident	\$ 1,000,000	\$ N/A
c. Each Employee	\$ 1,000,000	\$ N/A
4b. NY State Disability	Statutory Limits	Statutory Limits
5. Umbrella/Excess Liability Insurance	\$5,000,000	\$5,000,000
6. Professional (E&O) Liability Insurance	\$5,000,000	\$5,000,000
7. Network Security and Privacy Liability	\$3,000,000	\$3,000,000
8. Commercial Crime/Fidelity Bond	\$1,000,000	\$1,000,000

The FIRM shall also take out and maintain during the life of this contract all applicable policies required in association with this project in the above amounts as will protect the Village of Scarsdale, their officials, employees and agents. Such policies shall include:

- (1) An endorsement that the insurance company will give at least thirty (30) days written notice to the Village of Scarsdale prior to modification or cancellation of any such policy.
- (2) An endorsement naming the Village of Scarsdale and its officials as additional insureds
- (3) An endorsement that the FIRM's insurance shall apply as primary and non-contributory of any insurance maintained by the Village of Scarsdale.
- (4) Waiver of subrogation provision in favor of Village of Scarsdale.

Proper certificates of the above-mentioned policies must be submitted prior to the commencement of any services. All required insurance must be in effect and continued for the duration of this Agreement, at the FIRM's expense and is subject to the approval of the VILLAGE Attorney as to adequacy, form and correctness. No services shall commence or payments will be made to the FIRM until submission and approval of the insurance certificates. If any of the policies are written on a claim made basis, the policies must be in effect for 3 years after the contract termination. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.

The FIRM hereby agrees to effectuate the naming of the VILLAGE and all of its salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, while performing duties on behalf of the VILLAGE as Additional Insureds on the FIRM's insurance policies, except for workers' compensation and N.Y. State Disability insurance. The policy(ies) naming the VILLAGE as an Additional Insured shall state that the FIRM's coverage shall be primary and non-contributory coverage for the VILLAGE and all of its salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, while performing duties on behalf of the VILLAGE with a waiver of subrogation in favor of the VILLAGE including Workers Compensation. Additional insured status shall be provided by standard or other endorsements that extend coverage to the VILLAGE (CG 20 26 or equivalent). The decision to accept an endorsement rests solely with the VILLAGE. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable), Professional (E&O) Liability and Umbrella/Excess coverages.

At the VILLAGE's request, the FIRM shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested by the VILLAGE, the FIRM will provide a copy of the policy endorsements and forms.

The FIRM agrees to indemnify the VILLAGE for applicable deductibles and self-insured retentions.

The FIRM acknowledges that failure to obtain and maintain the types and amounts of insurance required in this Section constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the VILLAGE. The FIRM is to provide the VILLAGE with a certificate of insurance, evidencing the requirements of this Section have been met prior to the provision of services. The failure of the VILLAGE to object

to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the VILLAGE.

If the FIRM utilizes independent contractors or consultants, then the FIRM must provide verification that coverages extend to the independent contractors or consultants. If independent contractors or consultants are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided to the VILLAGE.

XI. INDEPENDENT CONSULTANT

FIRM shall perform services in accordance with the terms and conditions of this Agreement as the VILLAGE's independent consultant and is responsible for the means and methods used in performing services under this Agreement. The relationship between the VILLAGE and FIRM is that of a consultant to the VILLAGE without any employer/employee relationship. The VILLAGE shall be the general administrator and coordinator of the FIRM's services for the Project.

XII. DISPUTE RESOLUTION

This Agreement shall be governed by, and interpreted under, the laws of the State of New York. The venue for mediation, arbitration or legal proceedings arising out of this Agreement shall be Westchester County, New York.

All claims, counterclaims, disputes, and other matters in question between the VILLAGE and the FIRM shall be decided by either mediation, negotiation, arbitration, or in a court of competent jurisdiction. The VILLAGE, in its sole discretion, shall specify and choose the method of conflict resolution.

XIII. AGREEMENT DOCUMENTS/SUPPLEMENTS

The following exhibits, supplements or addendums form an integral part of this Agreement and shall be incorporated herein by reference:

Exhibit "A" - VILLAGE RFP issued September 8, 2023;

Exhibit "B" - FIRM proposal dated October 3, 2023; and

Exhibit "C" FIRM's Revised Cost Proposal and Staffing Plan, undated

XIV. SEVERABILITY

In the event that any provision, clause, paragraph or part of this Agreement is found to be unenforceable or unlawful for any reason such provision, clause, paragraph or part shall be stricken from this Agreement and the remaining provisions, clause, paragraph or parts shall remain fully enforceable.

XV. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

VILLAGE OF SCARSDALE
1001 Post Road
Scarsdale, NY 10583

HILL INTERNATIONAL, INC.
One Penn Plaza, Suite 3915
New York, NY 10119

Name: _____
Signature

Name: _____
Signature

Name: _____
Printed

Name: _____
Printed

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

VILLAGE'S RFP
Issued September 8, 2023



Request for Proposals

OWNER'S REP AND CONSTRUCTION MANAGEMENT SERVICES
SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION

SEPTEMBER 8, 2023

Paul Zaicek – Director of Capital Projects
VILLAGE OF SCARSDALE | 1001 POST ROAD, SCARSDALE, NY 10583

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INVITATION FOR PROPOSALS

The Village of Scarsdale invites qualified consultants to submit a proposal for Owner's Rep and Construction Management Services to support design and construction of a new, outdoor aquatics facility to replace our existing municipal pool complex. The Village will be awarding an architectural design services contract separate from this Request for Proposals (RFP).

Responsive proposers will have documented success in serving as both the Owner's Rep and Construction Management Services provider for outdoor aquatic facility design and construction, with completed projects having been delivered on-time and reasonably within budget. The firm's project portfolio should include examples where the completed aquatics facility maintained post-commissioning operation without significant remediation work and/or premature failure of structural or major mechanical elements during the first five years of operation, having also met any established energy savings targets. Municipal aquatics facility experience is desired, but not mandatory.

The successful respondent will expertly shepherd our project from architectural programming through schematic design, and ultimately through bidding, construction, and commissioning, providing increasingly reliable cost estimates at each phase of project development while simultaneously ensuring industry best practices are reflected in all work completed. The end result should be a new aquatics facility that reflects our community aesthetic, supports the overarching project goals, and is delivered on-time and within budget.

The existing Scarsdale aquatics facility, depicted, is located at 311 Mamaroneck Road, Scarsdale, New York. The pool complex is approximately 55 years old and in need of many costly repairs and improvements, which have been determined through extensive study and evaluation as economically infeasible. A variety of study documents, including an Existing Conditions Survey and Report, are available from our [Pool Complex Project](https://www.villageofscarsdale.com/Pool-Complex-Project) webpage ([tinyurl.com/Pool-Study](https://www.tinyurl.com/Pool-Study)).



We presently anticipate that the entire Pool Complex will be demolished and replaced through appropriate project phasing with an enhanced seasonal (outdoor) aquatics facility.

For further information, please review the balance of our Request for Proposals, noting the submittal deadline of October 3, 2023, 4:00 p.m.

PROJECT HISTORY

OVERARCHING PROJECT GOALS

1. The Municipal Pool Complex is viewed by residents as a premier community recreation asset helping to further strengthen Scarsdale's preeminence in Westchester County as a superb place to live and raise children.
2. The Pool Enterprise Fund is fiscally sound, with revenue generation capable of supporting operating and projected capital expenses.
3. Pool membership trend is reversed, ultimately attaining historic membership levels.
4. Project is completed on-time, within budget, reflecting industry best practices for aquatic facility design and construction.

PROJECT BACKGROUND

On June 30, 2021, the Village distributed a Request for Proposals (RFP) for a Market Study and Existing Conditions Assessment of the Scarsdale Pool Complex. Lothrop Associates Architects was the successful firm and has completed the scope of services with support from relevant partners.

Key objectives for this project phase included:

1. Develop a planning level estimate for baseline reconstruction of our Municipal Pool Complex in effectively its existing layout and design, taking into account any costs associated with updated regulatory compliance, e.g., ADA and Westchester County Department of Health. The purpose of this estimate was to understand existing needs and their magnitude of cost to remedy. Importantly, the level of investment necessary to bring the pool complex back into a good state of repair (and compliant with all current code requirements) is significant, rendering mere renovation infeasible, both economically and technically.
2. Complete a Market Study to examine the competitive landscape and identify associated strengths, weaknesses, and opportunities for the Scarsdale Pool Complex. The Market Study involved two segments. The first involved data collection and analysis of the competitive landscape, both locally and sub-regionally. The second involved substantial public outreach and engagement to collect Scarsdale resident viewpoints and perspectives, including an effort to gauge willingness to pay for various amenities or services viewed desirable.

Ultimately, the public engagement led to sketch concepts for financially feasible reconstruction scenarios. Consultant tasks completed in the public engagement phase included a statistically valid random survey distributed by mail, a public web-based survey, and public meetings.

The [Pool Complex Project](http://tinyurl.com/Pool-Study) webpage (tinyurl.com/Pool-Study) includes all final documents and abundant other informative background leading up to this RFP.

PROPOSAL SUBMITTAL INFORMATION AND REQUIREMENTS

DEADLINE AND DELIVERY INFORMATION

All proposals submitted pursuant to this RFP shall be submitted in PDF format by email no later than October 3, 2023, 4:00 p.m. to Paul Zaicek, Director of Capital Projects, using pzaicek@scarsdale.com, with “OWNER’S REP AND CONSTRUCTION MANAGEMENT SERVICES: SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION” in the subject line.

This RFP is available on the [Village website](#), as well as bidnetdirect.com/new-york, and it is the responsibility of proposing firms to monitor the online RFP posting for any future addendums or updates.

This RFP does not commit the Village to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The Village intends to award on the basis of the best interest and advantage to the Village and reserves the right to request clarifications or corrections to proposals received, to accept or reject any or all proposals received as a result of this RFP, to negotiate with proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the Village to do so. The Village may select the proposal which, in the Village’s sole discretion and with whatever modifications the Village and the proposer may mutually agree upon, best meets the Village’s requirements whether or not that proposal has the lowest prices. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the Village, in its sole discretion, shall enter into a contract with the proposer that is selected. The Village shall not be liable for costs incurred in the preparation of a response to this RFP or in connection with any presentations before the Village Board of Trustees or local agencies.

All materials issued by the Village and presented or submitted to the Village in connection with this RFP process will be the property of the Village. Unless authorized by the Village, the prospective respondents and proposers may not release, or use for its own purposes, any information or materials issued by the Village or presented or submitted to the Village in connection with this RFP process.

Any firm that is furnished a copy of this RFP but decides not to offer a proposal is requested to submit a negative reply. Specific comments and observations are encouraged.

MANDATORY PRE-PROPOSAL MEETING

A **mandatory** pre-proposal meeting will be held at the project site, 311 Mamaroneck Road, Scarsdale, NY, on September 19, 2023, 11:00 a.m. and will include an overview of our project goals, a facility tour, and provide opportunity for Q &A.

Additional information may be provided to prospective respondents during the pre-proposal meeting to clarify our needs and encourage full understanding of the proposal submission requirements.

Proposals will not be accepted from firms that do not attend the Pre-proposal Meeting.

QUESTIONS AND INFORMATION REQUESTS

Prior to contract award, and excepting the mandatory pre-proposal meeting, all communications concerning this RFP must be made in writing to Paul Zaicek, Director of Capital Projects, using pzaicek@scarsdale.com.

Neither verbal inquiries nor communication with any other Village personnel about this RFP, except as directed by Mr. Zaicek, are authorized; any such contact may be grounds for disqualification of the proposer from the selection process.

All Questions must be submitted by email to Paul Zaicek, Director of Capital Projects, using pzaicek@scarsdale.com, no later than September 22, 2023, 4:00 p.m.

Responses to any prospective respondent's questions and/or document requests will be shared in writing with all firms who attended the mandatory pre-proposal meeting on or before September 26, 2023. No pre-proposal questions or requests will be responded to that are submitted after September 22, 2023, 4:00 p.m.

Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

TIMEFRAME

The Village anticipates awarding a contract to the successful respondent by October 24, 2023, and commencing with Preconstruction Phase Services November 1, 2023. The successful respondent will be awarded a contract for the [Preconstruction Services Phase](#), subject to the terms of this RFP. The work associated with the Preconstruction Phase is anticipated to take place over a period of approximately 20 months and includes the Programming, Schematic

Design, Design Development, Contract Documents, Bidding / Contract Procurement (including all approvals and permits). The Schematic Design work is anticipated to take approximately 24 weeks and will include public engagement and presentations. A committee structure, comprised of residents, staff, and elected officials, will be in place to support project development. During this period, the Owner's Rep/CM will need to support decision-making by providing constructability and construction timing guidance, cost estimates for alternatives under consideration, as well as a running total of estimated total construction cost.

At completion of the Preconstruction Phase, the Village will determine, at its sole discretion, whether to proceed with the [Construction Management Services](#), subject to the terms of this RFP, though we fully anticipate proceeding at this time. At this stage, the successful respondent shall refine its estimate of Construction Management Services costs to reflect the final project design and scope, and negotiate with the Village any appropriate changes, with any needed increase not to exceed industry norms and standards. Should the Village decide to proceed with the Construction Management Services, the successful respondent will be authorized to proceed in writing by the Village to complete the work detailed in the [Construction Management Services](#) section of this RFP. It is anticipated that the Construction Management Services will commence after construction contracts have been executed, all approvals and permits secured, and the Village has given the contractors authorization to commence construction. The work associated with the Construction Management Services is anticipated to take place over an approximate 20-24 -month period. The Village anticipates a 3-4 month period between contract awards and start of construction to secure various NYS approvals. However, should mutually agreeable terms for Construction Management Services are not achieved, the Village may elect, without further obligation to the successful respondent, to award the Construction Management Services scope to another firm it identifies.

VILLAGE OBLIGATIONS

The Village of Scarsdale is committed to providing the level of staff support and other resources necessary to achieve the project goals and objectives. Proposers must clearly convey their assumptions regarding such resources being provided by the Village and/or any tasks, roles, or responsibilities the Village is expected to assume financially or operationally.

INFORMATION PROVIDED BY THE VILLAGE

Proposers are solely responsible for conducting their own independent research or any other work or investigation necessary for the preparation of a proposal. Should a proposer find discrepancies or omissions in this RFP or other information provided by the Village of Scarsdale, the proposer shall notify the Village immediately in writing.

If the Village believes the information in question is inaccurate or the point in question is not clear, the Village will publish a written addendum to the public RFP posting.

EVALUATION & AWARD

SELECTION CRITERIA

All proposals will be evaluated by an established Scarsdale Pool Project Committee, taking into consideration the firm's depth and breadth of successful experience with similar projects, and the content, quality, and fees of both Preconstruction Services Phase and Construction Management Services. The following criteria will be used, without limitation, in determining the successful respondent:

1. Demonstrated qualifications and professional experience and competency in providing Owner's Rep and Construction Management Services for a municipal aquatics facility or similar project. The Scarsdale Pool Complex Committee will provide non-binding recommendation to the Village Board on the proposal that best meets the selection criteria. It is desirable that the successful respondent will have completed Owner's Rep and Construction Management Services for a minimum of three (3) similar projects and have at least ten (10) years of experience in municipal aquatics facility or similar construction projects.
2. Completeness and responsiveness to the requirements of the RFP.
3. Availability and commitment to the Village's project timeframe.
4. Demonstrated understanding of the project's scope, goals, and objectives, as evidenced by the quality of the proposal submitted.
5. Ability to effectively work with and support multiple project partners, including Village Recreation Department staff, Village leadership, and the Pool Complex Committee.
6. References attesting to the quality of services performed, ability to deliver projects on-time and within budget, and that projects transitioned smoothly from construction to operation smoothly, with lasting performance reliability.
7. Competitiveness of proposed fees.

SELECTION PROCEDURE

It is anticipated that the Village will invite at least three (3) proposers, that best responded to the RFP, to be interviewed by the Pool Complex Committee prior to it making a recommendation to the Village Board. The interviews are expected to take place on October 9 & 10, 2023.

The Village of Scarsdale intends to negotiate and enter into a contract with a responsible proposer, who submitted a cost competitive, comprehensive, and cogent proposal that is in the overall best interest of the Village.

The Village reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the RFP. Upon recommendation from the Pool Complex Committee, the Village Manager will advance the contract for consideration by the Village Board during a regularly scheduled public business meeting.

PROPOSAL STANDARDS

ORGANIZATION AND CONTENT

TITLE PAGE

- Proposal Date.
- Title of “Proposal for Owner’s Rep and Construction Management Services: Scarsdale Aquatic Facility Design and Reconstruction.”
- Proposing firm’s legal name and address
- Proposing firm’s project lead, including all relevant contact information.

TRANSMITTAL LETTER

A letter of transmittal signed by an authorized binding official of the firm, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for three (3) months from the proposal due date.

The letter must include a statement by the respondent accepting all terms and conditions and requirements contained in this RFP.

PROPOSAL BODY

The purpose of the Proposal is to demonstrate the qualifications, competence, capacity, and overall approach of the firm, as well as to document the particular staff to be assigned to this engagement, all in conformity with the requirements of this RFP.

The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities, qualifications, and relevant experience to satisfy the requirements of this RFP. While additional information may be presented, the following items must be included, as they represent key criteria against which the proposal will be evaluated:

Relevant Experience

A detailed summary of the respondent's experience with similar outdoor aquatic facility projects, including samples of completed work. Firms should highlight any project work in Westchester County, NY, as well as any similar projects involving a municipal government client.

Staff Plan

Identify staff who will be assigned to this project, their backgrounds and experience, and their areas and levels of responsibility. Resumes or CVs for all proposed project personnel should be included.

Service Plan

A detailed, itemized plan of proposed services and expected meetings. Include discussion of the communications plan and supporting strategies to ensure timely exchange of information and updates, considering both organizational and community informational needs related to project status, noting that the Village will be primarily responsible for public communications.

Understanding of Project

The Proposal shall include a brief description of the proposer's understanding of the Project. The Proposal shall include a statement acknowledging the Scope of Services. Include discussion of any particularly important technical elements your team is exceptionally qualified to handle.

Management Approach

The proposal shall include a discussion regarding the proposer's management approach, including coordination and monitoring of project schedule, cost, scope, communications, quality control, resources, and other management issues that the proposer feels should be addressed. Also explain how technical memos, workshops, and/or review meetings will be used to support project goals and enhance outcomes. Emphasis should be placed on how the proposer's management approach will promote the project's success.

Project Timeline and Approach

The proposal shall provide a project timeline, inclusive of key milestones and associated dependent tasks, proposed coordination and presentation meetings, and deliverable due dates. The description shall include details to implement the tasks described in the Scope of Services.

Project Staff and Sub-consultants

The proposal shall include a biography for key individuals proposed to be assigned to the project. Special emphasis shall be provided on each individual's professional background, relevant qualifications, professional licenses and/or certifications, and experience on related and/or similar projects; experience involving comparable New York State communities is desirable. Include team member titles, anticipated scopes of responsibility, and their contact information, including mailing, telephone, and email methods of contact.

The firm must provide an affirmative statement that it and all assigned or subcontracted Project staff are, if required, properly licensed in the State of New York.

The proposer shall supply the same information for any anticipated subconsultant(s).

Disclosures and Potential Conflicts of Interest

To ensure full and fair consideration of all proposals, the Village of Scarsdale requires proposers to investigate whether a potential or actual conflict of interest exists between the proposer, including their owners or employees, and the Village of Scarsdale, its officials, and/or employees. The same effort must also be undertaken with regard to the Lothrop Associates Architects, the design firm thus far involved in our project.

If the proposer discovers a potential or actual conflict of interest, any such finding must disclose the potential or actual conflict of interest in its proposal, identifying the nature of the potential or actual conflict of interest and any other relevant information.

The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing proposer from consideration. Information provided by proposer in this regard will allow the Village of Scarsdale to take appropriate measures to ensure fairness of the proposal process.

The Village requires all proposers to submit, as an appendix to the proposal, a certification that the proposer has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest. If your firm has a written Conflict of Interest Policy, please include it with the certification.

ALTERNATIVES AND EXCEPTIONS

The Village Manager may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

RELATED PROJECT EXPERIENCE

Provide a list of *all* clients for whom services for aquatic facility projects of similar scope and value were completed between 2013 and 2023. Briefly describe the nature of the services provided and include the estimated total construction cost for each project, the actual total construction cost, whether the project was completed on-time, and whether there were post-construction claims that were settled, mediated, arbitrated or litigated.

REFERENCES

The proposal must include a list of the respondent's most significant and relevant three to five aquatic facility engagements undertaken between 2013 and 2023, with emphasis on engagements having delivered services similar to those sought through this RFP. Include the name, title, address, telephone number, and e-mail addresses for each reference, if available. Also, please indicate the type of project undertaken and the services provided.

COST PROPOSAL

As an appendix to the proposal, provide a lump sum fee for the scope required under Preconstruction Services Phase, totaled separately, and fee required for the scope under Construction Management Services, totaled separately.

Supporting documentation detailing the estimate of how the lump sum fees were calculated is to be provided for informational purposes, indicating the number of hours and hourly costs for all personnel involved to provide the [Scope of Services](#). The Village intends to enter into an agreement for both Preconstruction and Construction Phases; however, each phase will be authorized separately in a written notice to proceed.

The Village reserves the right to negotiate fees and payment schedules with the selected respondent.

PROFESSIONAL SERVICES AGREEMENT

The Village has attached its standard professional services contract as Exhibit "A". Sign and return with your proposal the first page of Exhibit "A" to indicate that you agree to the terms and conditions therein, without exception. The Village shall not consider or negotiate regarding exceptions to the Agreement requested at any time after the submission of the proposal.

INSURANCE REQUIREMENTS

During the performance of the services that are the subject of this RFP, the successful respondent shall maintain the following types and amounts of insurance with insurers satisfactory to the Village:

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
1. Commercial General Liability – including contractual liability	\$ 1,000,000	\$ 2,000,000
a. Bodily Injury/Property Damage	\$ 1,000,000	\$ 2,000,000
b. Products/Completed Operation	\$ 1,000,000	\$ 2,000,000
c. Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000
d. Medical Expense limit (any one person)	\$ 10,000	\$ N/A
2. Commercial Automobile Liability (if applicable)	\$1,000,000 Combined Single Limit- Each Accident	\$ N/A
3. Worker’s Compensation	Statutory Limits	Statutory Limits
4a. Employer’s Liability (Bodily Injury by Accident)	\$ 1,000,000	\$ N/A
a. By Disease	\$ 1,000,000	\$ N/A
b. Each Accident	\$ 1,000,000	\$ N/A
c. Each Employee	\$ 1,000,000	\$ N/A
4b. NY State Disability	As required by law for all employees	As required by law for all employees
5. Umbrella/Excess Liability Insurance	\$5,000,000	\$ 5,000,000
6. Professional (E&O) Liability Insurance	\$5,000,000	\$5,000,000

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
7. Network Security and Privacy Liability	\$3,000,000	\$3,000,000
8. Commercial Crime/Fidelity Bond	\$1,000,000	\$1,000,000

Prior to commencing work, furnish the Village with a Certificate of Insurance as evidence of the required insurance and such certificate shall name the Village of Scarsdale as an additional insured on General Liability, Commercial Automobile Liability, and Umbrella Liability. In addition, all required policies shall include a waiver of subrogation provision in favor of the Village. The consultant's insurance shall apply as primary and non-contributory to any coverages maintained by the Village. The certificate of insurance naming the Village as additional insured must extend coverage to all salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, but only while performing duties on behalf of the Village. Lothrop Associates Architects shall be named as additional insured, as well. The certificate shall provide for thirty (30) days written notice to the Village prior to cancellation of any insurance policies referenced in herein. New and current certificates shall be provided at each policy renewal. The Village shall specifically be named as an additional insured by an additional insured endorsement on general liability and commercial Automobile liability policies.

Provide a copy of the E & O policy including all endorsements as well as loss runs for the last 5 years.

MISCELLANEOUS INFORMATION

Termination of Contract - for its own convenience the Village may, at any time prior to the issuance of a Notice to Proceed, void the Contract by giving unequivocal and unconditional written notice of such voidance to the successful respondent. In the event of such voidance, the Village will not be liable to the successful respondent for any claims or losses, including anticipation of performance under the contract.

At any time, subsequent to the Notice to Proceed, the Village may at its own convenience, terminate the Contract by giving unequivocal written notice of such termination to the successful respondent. In the event of such termination by the Village, the Village shall be responsible to the successful respondent for all reasonable costs incurred by the successful respondent in performance of the Contract up to the date of termination.

SCOPE OF SERVICES

The Village of Scarsdale seeks qualified consultants to submit a proposal for Owner's Rep and Construction Management Services to support design and construction of a new, outdoor aquatics facility to replace our existing municipal pool complex. It is the Village's intent to enter into an agreement for both phases with a single respondent.

Please also note that the Village will be awarding an architectural design services contract separate from this RFP, though the firm selected through this RFP will be asked to assist in reviewing and suggesting any potential revisions to the agreement with that firm.

PRECONSTRUCTION SERVICES

KEY OBJECTIVES

1. Assure that all contracts, including architectural design services, reflect contracting best practices and fully protect all associated Village interests.
2. Support effective decision making in all design phases, with primary focus on ensuring that construction cost estimates are provided for design elements being contemplated, and that the estimated total construction cost is updated on a rolling basis as individual design choices are considered.
3. Provide guidance and recommendations throughout the preconstruction phases to achieve improved project outcomes, including ensuring appropriate materials and methods, and cultivating reduced construction and operating costs, enhanced environmental performance, including such factors as energy efficiency and conservation, and water conservation, and maximized community satisfaction.
4. Develop and administer the project timeline, including identification of key milestones and associated dependent tasks, as well as consideration of material and contractor availability.
5. Construction contracts awarded only to qualified bidders having a complete understanding of their respective scope of work, such that change orders are minimized and all tasks are professionally completed within budget. This necessarily involves quality bid documents, a thorough contractor evaluation process, and diligent oversight of all construction phases.

DETAILED SCOPE OF SERVICES

Expanding upon the [Key Objectives](#), the following detailed services are required:

1. Assist the Village in review and finalization of the architectural proposal for design services, making sure that the scope of services is complete, the proposed fee structure and timeline are appropriate, and that roles and responsibilities are properly identified to avoid the potential for unanticipated costs or project delays.
2. In coordination with the Village and architect, develop an initial project timeline, including all appropriate considerations, and provide timeline updates as become necessary. Among other considerations, the initial timeline and subsequent updates must include identification of key milestones and associated dependent tasks, as well as consideration of material and contractor availabilities. Additionally, provide guidance and recommendations regarding the feasibility and advisability of using construction phasing to minimize disruption to pool operations and revenue generation.
3. Review existing conditions and make recommendations on project sequencing, coordination, scheduling and any additional investigations or testing needed. Provide any necessary guidance and support to pre-construction technical activities, including for example recommending undertaking a geotechnical survey.
4. Review and suggest revisions to all documents and materials developed by the architectural firm. This work shall include constructability review, drawing coordination review, costing elements of project alternatives considered, as well as maintaining running project totals as the design work proceeds. Our final project must meet our goals in a fiscally constrained manner.
5. Work in conjunction with the Village and architect on reviewing and specifying methods and materials of construction, suggesting viable opportunities for value engineering, enhancing operating efficiency and/or environmental performance, and ensuring prudent and best practices for aquatic facility design and construction.
6. Participate in development of the Architectural Program and complete reviews and value engineering reports to be performed at 100% Schematic Design phase, 50% & 100% Design Development phase, and 50% and 100% Construction Document phase.
7. Attend all progress meetings with the Village, Village Advisors, architects, engineers, and consultants to ensure that all matters of pre-construction are being considered. Provide meeting minutes for all meetings. In addition, attend up to ten (10) public night/day meetings as required.
8. Establish a site mobilization and security plan, including but not limited to addressing site access, construction fencing and temporary facilities.
9. Work in conjunction with the Village and Architect in tracking construction budget and develop cash flow schedules for the duration of the Preconstruction Phase.

10. Provide construction cost estimates and constructability guidance during development of the Architectural Program and throughout Schematic Design, and prepare and submit project budget and construction estimate reports at 100% Schematic Design, 50% & 100% Design Development phase, 50% & 100% Construction Document phases to insure adherence to the available funding.
11. Maintain comprehensive documents of all design submissions and records and turn them over to the Village at the end of the project.
12. Provide status reports to the Village on progress of the design phases.
13. Identify long lead items and establish procedures for purchasing the same.
14. Develop and update construction schedules with input from the Village and Architect at 100% Design Development phase and 50% & 100% Construction Document phase, including a phased construction project if deemed appropriate.
15. Assist the Village and Architect in the preparation of alternates to be incorporated into the Bid Proposals to give the Village contract award flexibility.
16. Prepare a pre-bid schedule, generate interest among qualified bidders and advise said bidders of the project schedule. Conduct pre-bid meetings and walkthroughs. Receive all bidders' questions (RFI's) and review with design team and send RFI responses to all bidders.
17. Work in conjunction with the Architect on the scheduling, preparation, and content of bid packages to be issued. The Village anticipates that the project will be designed and constructed in accordance with New York State's Wick's Law requirements. Therefore, there will be a need to execute this work for multiple construction disciplines.
18. Assist the Village and Architect in the review and analysis of the actual construction bids and in the evaluation of contractor qualifications. Analyze all bids and prepare written analysis and comparisons. Review all required bid bonds, payment and performance bonds and insurance certificates.
19. Evaluate all bid proposals to determine and recommend the lowest responsible bidder. Provide input to the Village and Architect in the development of award provisions and construction contracts.
20. Assist in obtaining all construction permits that may be required by State and Local Authorities, including Westchester County Department of Health.
21. Assist the Village with construction implementation Plan.

22. Work in conjunction with the Village and architect to analyze the feasibility and advisability of designing the project to be constructed in phases such that we may continue to operate some portion(s) of the existing pool complex while construction progresses; the pool complex presently operates from May through September.
23. If project rebidding becomes necessary, assist the Village and Architect in reviewing methods and materials of construction and provide value engineering to bring the project within project budget. Provide Construction Management services for project rebid.
24. Assist the Village in preparing independent material testing and inspection services along with abatement consulting services Proposals / Bid Documents scope of services. Assist the Village to solicit bids / proposals. Evaluate proposals / bids and recommend agreement execution.
25. Review initial shop drawings for any long lead items.
26. Schedule and organize preconstruction meetings with contractors to review construction staging plan, site utilization plan & all other required preconstruction meetings with contractors & design consultants.

CONSTRUCTION MANAGEMENT SERVICES

KEY OBJECTIVES

1. The project is completed on-time and within budget, with exposure to delay claims and change orders limited to the maximum extent feasible.
2. The construction management team is comprised of fully qualified personnel. We anticipate that the team should include, at a minimum, one full-time, on-site project manager and a part-time main office project manager.
3. All suppliers and contractors are scheduled and managed to achieve consistency with the anticipated project timeline, as well as to avoid potential financial and operational costs associated with project delays.
4. All design specifications are achieved, including validating through rigorous inspection the use of appropriate materials and methods, thereby helping to ensure that the project is not only delivered in-time and within budget, but also built to provide lasting community benefit without premature structural, mechanical, or other costly failures.
5. Upon commissioning, all structural and major mechanical elements function as intended without need for repair, replacement, or other major modification, and staff are properly trained on the use and maintenance of the new facility and equipment.

DETAILED SCOPE OF SERVICES

Expanding upon the [Key Objectives](#), the following detailed services are required:

1. Assume overall responsibility for managing and coordinating all the prime contractors involved in the project.
2. Coordinate activities of utility companies and regulatory agencies.
3. Coordinate any and all utility interruptions with the Village.
4. If a phased construction project is implemented, assume overall responsibility for managing and coordinating the phased construction work to allow the pool complex or portions of the pool complex to remain open to the public during the construction period (May through September months).
5. Construction management services shall include, at a minimum, the assignment of a well-qualified, full-time, on-site project manager to supervise, inspect, coordinate, schedule, and manage the various contractors and suppliers, as well as a part-time main

office project manager to provide such services as schedule coordination, maintaining complete construction records and completing any necessary compliance and/or other reporting, including such needs as may relate to MWBE, Westchester County Department of Health, and/or any other applicable regulatory or procedural compliance needs. On-site project management staff to be approved by the Village.

6. The construction management team shall ensure that all design specifications are achieved, appropriate construction methods and materials are employed and properly inspected, construction costs are adequately controlled, and that suppliers, trades, and other contractors are properly scheduled to avoid delay claims and other time and financial costs.
7. Maintain accurate and detailed written records of the progress of the project on forms approved by the Village during all stages of construction. Maintain a daily log of activities on the jobsite, including but not limited to listing visitors to the job site, weather conditions and descriptions of occurrences at the job site. Maintain documentation and photographs of project progress. The time, date and location of the photographs must be documented. Submit written progress reports to the Village as required, but at least monthly, including information concerning the work of each contractor and the percentage of work completed.
8. Perform daily inspections of the work to assure that the Village's objectives and construction contract are being carried out in accordance with the contract drawings, specifications and all other contract documents, local laws, ordinances and regulations.
9. Assist in maintaining good relations with the surrounding community and implementation of reasonable methods to control dust, noise, lighting, odor, etc. as required by the contract specifications to minimize disturbances.
10. Review and incorporate each contractor's proposed schedule into an overall project schedule and update as required by the Village and recommend courses of action to the Village when requirements of a contract are not being fulfilled and whenever non-performing party will not take satisfactory action.
11. Develop cash flow schedules for the duration of the construction phase.
12. Obtain, review and forward to the Village and Architect all performance bonds, payment/labor and material bonds, certificates of insurance and contractor's permits.
13. Conduct weekly job meetings with all contractors and biweekly project meetings with the Village, Architect, Engineers and contractors, to discuss progress, problems, scheduling and coordination. Minutes shall be prepared and distributed to all concerned. Attend up to four (4) public meetings (night / day) as required.

14. Establish lines or authority with Village to effectively carry out all phases of the project in a coordinated basis.
15. Establish and maintain procedures for logging and processing RFIs, shop drawings, material samples, mock-ups, other submittals and off-site testing and inspection as defined by the project specifications.
16. Establish and maintain safety procedures, risk management, O.S.H.A and other programs necessary for the safe and expeditious execution of the work.
17. Arrange with each prime contractor for the delivery, storage, protection and security of all purchased items and equipment which are part of the project until they are incorporated into the project.
18. In the event that the interpretation of the meaning and the intent of the plans and specifications becomes necessary during construction, the Construction Manager shall, on behalf of the Village, consult with the Architect, ascertain the Architect's interpretation and prepare a report to the Village.
19. Review all contractors' applications for progress payments and make recommendations to the Architect and the Village for approval or disapproval. Review all contractors certified payrolls to verify that New York State Prevailing Wage Requirements are being adhered to.
20. Assist the Village in the defense of any claims made by the Architect or construction contractors against the Village in connection with the Project. Such assistance shall be covered in the lump sum fee unless and until the commencement of arbitration or litigation at which time such assistance shall be provided as an additional service at rate or fee to be mutually agreed upon by successful responder and the Village.
21. Observe, review and validate any time and material work.
22. Review all contractors' requests for change orders. Prepare independent cost estimates on work to be performed on change orders, or other extra costs which may be incurred during the progress of the work, negotiate the cost of the change order work in conjunction with the Village and make recommendations to the Architect and the Village concerning proposed change orders.
23. Inspect the project jointly with the Architect and Village periodically as required.
24. Schedule all required control & material tests and inspections including all Village & Westchester County inspections as required.

25. The Construction Manager shall assist, coordinate, and supervise all deliveries and installations of FFE items.
26. Inspect the project for substantial completion. In conjunction with the Architect, prepare a punch list of items to be completed or corrected by the contactor(s).
27. Obtain from all contractors: Guarantees; Operation & Maintenance Manuals; Keying Schedules; Record As-Builts; Bonds and Release of Liens.
28. Obtain temporary and permanent certificates of Occupancy from the Village as required.
29. Assist in the final inspection of each prime contractor's work including startup and testing of equipment, including project commissioning and turnover.
30. Recommend to the Village and Architect issuance of final Payments and completion certificates.
31. Provide the Village with all pertinent project records and files at project completion.
32. To demonstrate an understanding of the Scope of Services, the proposer shall develop and include as a project appendix an overview of each of the project deliverables, including the key deliverables highlighted above. The overviews should emphasize elements that may differentiate the firm's work products from those of its competitors, highlighting how such differentiation may maximize project cost-effectiveness and/or Village utility..

PROPOSER ACKNOWLEDGEMENT

The undersigned agrees and understands that the Village may reject all proposals, select any or all parts of proposals, in any order deemed appropriate, and also may further negotiate proposals prior to award of the Agreement.

Name of Company

Address

Village, State, Zip Code

Phone #

E-mail Address

Dated _____

BY: _____
Name (Signature)

BY: _____
Name & Title (Printed)

EXHIBIT “A”

**PROFESSIONAL SERVICES AGREEMENT
OWNERS REP AND CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2023 (“Effective Date”), by and between **FIRM**, having its principal offices located at _____, hereinafter referred to as “**FIRM**”, and the VILLAGE OF SCARSDALE, having its principal place of business at 1001 Post Road, Scarsdale, New York 10583, hereinafter referred to as the “VILLAGE”;

WHEREAS, the VILLAGE intends to enter into a professional service agreement with **FIRM** to provide Owners Rep and Construction Management services in connection with the Scarsdale Aquatic Facility Design and Reconstruction Project, hereinafter “PROJECT”, as further described in Exhibit “A” VILLAGE Request for Proposals (RFP) issued September 8, 2023 and Exhibit “B” **FIRM** Proposal, dated _____; and

WHEREAS, **FIRM** represented that it possesses sufficient professional skills and experience to perform said services in a complete, timely, and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

I. SCOPE OF WORK

The services to be performed under this Agreement involve the performance of professional services related to Preconstruction Services and Construction Management Services related to the PROJECT. **FIRM** shall perform in a proper manner to the satisfaction of the VILLAGE, the scope of services identified in Exhibit “A”, and Exhibit “B” attached hereto and made a part hereof.

II. COMPENSATION AND PAYMENT

FIRM shall provide the services described above and detailed in Exhibits “A” & “B” and the VILLAGE shall pay **FIRM** an amount not to exceed \$_____ for Preconstruction Phase Services and \$_____ for Construction Management Services. The final fee for Construction Management services will be negotiated at the completion of the Preconstruction Phase Services as stipulated in this agreement and Exhibit “A”. Should the VILLAGE identify any necessary additional services not included in Exhibit “A” & Exhibit “B” the VILLAGE and **FIRM** shall negotiate a lump sum for said additional work or utilize **FIRMS** billing rate schedule included in Exhibit “B”.

Reimbursable Expenses are in addition to compensation for basic services and include expenses incurred for: printing, reproductions, plots, standard form documents; postage, handling and delivery; and other project-related expenditures approved by the VILLAGE.

FIRM shall prepare a monthly invoice which will set forth services rendered and other charges. All amounts shall be paid within forty-five (45) days after the date the invoice is received by the VILLAGE. Whenever the amount is past due more than forty-five (45) days after receipt of the invoice, **FIRM** may suspend any further work called for by this Agreement until such account is made current. The fact that **FIRM** may continue to work beyond the time during which it may have suspended the work shall not be deemed a waiver of its rights hereunder.

III. TIME OF PERFORMANCE

Each phase of the services to be performed hereunder (Preconstruction Services and Construction Management Services) shall commence upon receipt of written authorization from the VILLAGE for the specified phase and shall be expeditiously completed consistent with professional skill, standards, and care and within the project timeframe outlined in Exhibit “A” and in compliance with the terms of this Agreement. Each phase of services will be separately authorized to commence. The VILLAGE reserves the right not to authorize the second phase of the **FIRM**’s services (to wit, the Construction Management Services).

The following are the **anticipated dates and time periods**:

Preconstruction Phase

November 1, 2023	Commencement of preconstruction phase services. Preconstruction Phase Services to take place over approximately 20 months.
------------------	-------------------------------------------------------------------------------------------------------------------------------

Construction Management

Construction Management Services to commence after construction contracts are executed, all approvals and permits secured, and the VILLAGE has given the contractors authorization to commence construction. It is anticipated that Construction Management services will commence within approximately 3-4 months of construction contract(s) award. As stipulated in Exhibit “A” construction management services to take place over an approximate 20-24 month period.

The anticipated dates and time periods mentioned herein are not definite dates for completion of the respective work or activity. It is understood by the parties that the VILLAGE will endeavor to have the respective work / activity completed on or before the anticipated dates and within stipulated time periods. However, the inability to complete the work or activity on or before the anticipated dates or within time periods specified herein, for whatever reason, shall not constitute a failure to perform or breach of contract.

IV. COMPLIANCE WITH LAWS

FIRM shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments in connection with the work performed hereunder.

V. SUBCONTRACT AND ASSIGNMENT

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the VILLAGE. Approval by the VILLAGE of any subconsultants shall not relieve **FIRM** of any liability or responsibility for the proper performance of the work under this Agreement.

VI. INSPECTIONS

All work performed by **FIRM** shall be subject to inspection and approval by the VILLAGE at all times, but such approval shall not relieve **FIRM** of responsibility for the proper performance of work.

VII. TERMINATION FOR CONVENIENCE

The VILLAGE shall have the right at any time to terminate this Agreement in whole, or in part, by five days written notice to **FIRM**. Upon receipt of this notice **FIRM** shall immediately discontinue performance and not incur any additional costs related to performance of its obligations under this Agreement, except to the extent authorized in writing by the VILLAGE.

In the event of termination for convenience, the VILLAGE shall pay **FIRM** for all work completed to the date of termination by applying the percentage of the services performed during the applicable phase prior to termination to the lump sum fee for such phase. However, in no event shall the VILLAGE be obligated to pay more than the aggregate contract amount considering any previously paid amounts.

VIII. DEFAULT

Should **FIRM** breach any provisions of this Agreement the VILLAGE shall retain all rights and remedies provided by law and equity and under the terms and conditions of this Agreement.

The VILLAGE shall have the right at any time to terminate this Agreement in whole, or part, if **FIRM** fails to perform any of its obligations, or if **FIRM** fails to give the VILLAGE assurance of adequate performance within ten (10) working days after written request by the VILLAGE for such assurance.;

In the event of a breach of the Agreement by **FIRM**, the VILLAGE may:

- A. Withhold payment of any further amounts that may be due **FIRM** for allegedly deficient work until the Default is corrected, and/or
- B. Declare **FIRM** to be in default,

- C. After written notification of default and failure to cure within a reasonable time, cancel this Agreement in whole or in part, and
- D. Pursue any and all other remedies afforded by law or equity.

If the termination is brought about as a result of a default (including but not limited to a default caused by unsatisfactory performance) on the part of **FIRM**, the value of the work performed by **FIRM** prior to termination shall be established by the percent of the amount of such work completed by **FIRM** that is acceptable to the VILLAGE, of the total amount of work contemplated by this Agreement less any damages and/or expenses incurred by the Village as a result of such default.

IX. INDEMNIFICATION

To the maximum extent permitted by law, **FIRM** shall be responsible for all damage to life and property due to intentional misconduct, reckless or negligent acts and omissions by it, its subconsultants, agents or employees in connection with its services under this Agreement. **FIRM** specifically agrees that its subconsultants, agents, or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that, to the maximum extent permitted by law, **FIRM** shall indemnify and hold harmless the VILLAGE from all claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys’ fees and all other costs of defense, of every name and description resulting from intentional misconduct and reckless or negligent acts or omissions during performance of the **FIRM**’s services under this Agreement. This shall include intentional acts, negligent performance of services, in addition to negligence founded upon tort, negligence based upon **FIRM**’s failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against **FIRM**, or the VILLAGE beyond such as may legally exist irrespective of this Article or this Agreement.

X. INSURANCE REQUIREMENTS

FIRM shall, during the performance of its services, maintain the following types of insurance at no less than the minimum amounts stated and with insurers satisfactory to the VILLAGE (such as an A.M. Best A- rated or better insurer, licensed to conduct business in New York State, and a New York licensed and admitted insurer):

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
1. Commercial General Liability – including contractual liability	\$ 1,000,000	\$ 2,000,000

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
a. Bodily Injury/Property Damage	\$ 1,000,000	\$ 2,000,000
b. Products/Completed Operation	\$ 1,000,000	\$ 2,000,000
c. Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000
d. Medical Expense limit (any one person)	\$ 10,000	\$ N/A
2. Commercial Automobile Liability (if applicable)	\$1,000,000 Combined Single Limit- Each Accident	\$ N/A
3. Worker's Compensation	As required by law for all employees	As required by law for all employees
4a. Employer's Liability (Bodily Injury by Accident)	\$ 1,000,000	\$ N/A
a. By Disease	\$ 1,000,000	\$ N/A
b. Each Accident	\$ 1,000,000	\$ N/A
c. Each Employee	\$ 1,000,000	\$ N/A
4b. NY State Disability	Statutory Limits	Statutory Limits
5. Umbrella/Excess Liability Insurance	\$5,000,000	\$ 5,000,000
6. Professional (E&O) Liability Insurance	\$5,000,000	\$ 5,000,000
7. Network Security and Privacy Liability	\$3,000,000	\$3,000,000
8. Commercial Crime/Fidelity Bond	\$1,000,000	\$1,000,000

The **FIRM** shall also take out and maintain during the life of this contract all applicable policies required in association with this project in the above amounts as will protect the Village of Scarsdale, their officials, employees and agents. Such policies shall include:

- (1) An endorsement that the insurance company will give at least thirty (30) days written notice to the Village of Scarsdale prior to modification or cancellation of any such policy.
- (2) An endorsement naming the Village of Scarsdale and its officials as additional insured
- (3) An endorsement that the FIRM's insurance shall apply as primary and non-contributory of any insurance maintained by the Village of Scarsdale.
- (4) Waiver of subrogation provision in favor of Village of Scarsdale.

Proper certificates of the above-mentioned policies must be submitted prior to the commencement of any services. All required insurance must be in effect and continued for the duration of this Agreement, at the FIRM's expense and is subject to the approval of the Village Attorney as to adequacy, form and correctness. No services shall commence or payments will be made to the FIRM until submission and approval of the insurance certificates. If any of the policies are written on a claim made basis, the policies must be in effect for 3 years after the contract termination. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.

The FIRM hereby agrees to effectuate the naming of the Village and all of its salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, while performing duties on behalf of the Village as Additional Insureds on the FIRM's insurance policies, except for workers' compensation and N.Y. State Disability insurance. The policy(ies) naming the Village as an Additional Insured shall state that the FIRM's coverage shall be primary and non-contributory coverage for the Village and all of its salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, while performing duties on behalf of the Village with a waiver of subrogation in favor of the Village including Workers Compensation. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Village (CG 20 26 or equivalent). The decision to accept an endorsement rests solely with the Village. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable), Professional (E&O) Liability and Umbrella/Excess coverages.

At the Village's request, the FIRM shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested by the Village, the FIRM will provide a copy of the policy endorsements and forms.

The FIRM agrees to indemnify the Village for applicable deductibles and self-insured retentions.

The FIRM acknowledges that failure to obtain and maintain the types and amounts of insurance required in this Section constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the Village. The FIRM is to provide the Village with a certificate of insurance, evidencing the requirements of this Section have been met, prior to the provision of services. The failure of the Village to

object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the Village.

If the FIRM utilizes independent contractors or consultants, then the FIRM must provide verification that coverages extend to the independent contractors or consultants. If independent contractors or consultants are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided to the Village.

XI. INDEPENDENT CONSULTANT

FIRM shall perform services in accordance with the terms and conditions of this Agreement as the VILLAGE's independent consultant and is responsible for the means and methods used in performing services under this Agreement. The relationship between the VILLAGE and **FIRM** is that of a consultant to the VILLAGE without any employer/employee relationship. The VILLAGE shall be the general administrator and coordinator of **FIRM** services for the Project.

XII. DISPUTE RESOLUTION

This Agreement shall be governed by, and interpreted under, the laws of the State of New York. The venue for mediation, arbitration or legal proceedings arising out of this Agreement shall be Westchester County, New York.

All claims, counterclaims, disputes, and other matters in question between the VILLAGE and the **FIRM** shall be decided by either mediation, negotiation, arbitration, or in a court of competent jurisdiction. The VILLAGE, in its sole discretion, shall specify and choose the method of conflict resolution.

XIII. AGREEMENT DOCUMENTS/SUPPLEMENTS

The following exhibits, supplements or addendums form an integral part of this Agreement and shall be incorporated herein by reference:

Exhibit "A" - Village RFP issued September 8, 2023.;

Exhibit "B" - **FIRM** proposal dated **DATE**.

XIV. SEVERABILITY

In the event that any provision, clause, paragraph or part of this Agreement is found to be unenforceable or unlawful for any reason such provision, clause, paragraph or part shall be stricken from this Agreement and the remaining provisions, clause, paragraph or parts shall remain fully enforceable.

XV. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583

FIRM

Name: _____
Printed

Name: _____
Printed

Name: _____
Signature

Name: _____
Signature

Title: _____

Title: _____

Date: _____

Date: _____

OWNER'S REP AND CONSTRUCTION MANAGEMENT SERVICES
SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION

PROPOSAL ADDENDUM NO. 1

VILLAGE OF SCARSDALE

**Owner's Rep and Construction Management Services
Scarsdale Aquatic Facility Design and Reconstruction**

September 26, 2023

This Addendum / Clarification is hereby included in and made a part of the Request for Proposals, dated September 8, 2023, whether or not attached thereto.

All requirements of the Request for Proposal shall remain in force except as amended by this addendum.

This addendum consists of two (2) pages along with three (3) attached Preproposal Meeting Attendance Sheets.

THE FOLLOWING ARE MODIFICATIONS, CLARIFICATIONS, DELETIONS OR ADDITIONS TO THE PROPOSAL:

TIMEFRAME (PAGE 4):

Revise portion of paragraph as follows:

The Village anticipates awarding a contract to the successful respondent by **November 14, 2023**, and commencing with Preconstruction Phase Services by **December 1, 2023**.

EVALUATION & AWARD, Selection Procedure (PAGE 6)

Revise portion of paragraph as follows:

The interviews are expected to take place **the week of October 16, 2023**.

RFI's:

The following RFI's were received. (Village response is in red.)

RFI 01:

Is there any information available on Underground utilities and soil profiles?

A new topographic survey is being prepared and is scheduled to be completed by the first week of November 2023. All known underground utilities will be shown on the new survey. The Village doesn't have any soil profile information.

RFI 02:

On page 15 of the RFP it states "The Village anticipates that the project will be designed and constructed in accordance with New York State's Wick's Law requirements. Would it be acceptable to the Village to use one General Contractor instead of 4 Wick's Law Contractors.

The Village will be bidding the project per New York State's Wick's Law requirements.

RFI 03:

Is the required title page instead of a cover or in addition to a cover.

Title page is the same as a cover page.

RFI 04:

Given that next week starts with a Holiday, we would appreciate a one-week extension on the proposal deadline.

Proposal due date remains October 3, 2023, 4:00 p.m.

OWNER'S REP AND CONSTRUCTION MANAGEMENT SERVICES
SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION

RFI 05:

During Construction, will there be any limitations to working shifts nights or weekends?

It is anticipated that the allowable construction work hours will be 8:00 am – 5:00 pm Monday - Friday. After hours or Saturdays will be allowed for certain circumstances upon request and Village authorization. No work on Sundays.

RFI 06:

Will there be a third-party commissioning agent and third-party special inspection or will the CM hire for these services?

As part of the Owners Rep and Construction Management Services the successful respondent is required to assist the Village with preparing Request for Proposals to hire a Third-Party Commissioning Agent and Third-Party Special Inspection Company and to assist with the solicitation process. The Village will be responsible for hiring and paying for the third-party services.

Mandatory Preproposal Meeting Attendance Sheet

See attached Preproposal Meeting Attendance Sheets.

END OF PROPOSAL ADDENDUM NO. 1

EXHIBIT B

HILL INTERNATIONAL, INC.'s PROPOSAL
Dated October 3, 2023

SCARSDALE

1791
NEW YORK

PROPOSAL FOR

OWNER'S REP AND CONSTRUCTION MANAGEMENT SERVICES SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION

OCTOBER 3, 2023



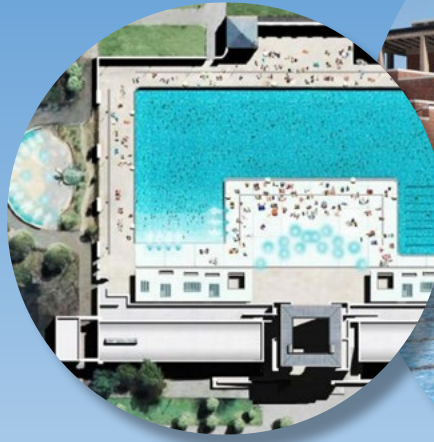
Proposing Firm's Legal Name and Address

Hill International, Inc.
One Penn Plaza, Suite 3915
New York, NY 10119

Proposing Firm's Project Lead

Dominick Fickeria, Project Executive
dominickfickeria@hillintl.com
(212) 244 1980





SCARSDALE
1701
NEW YORK

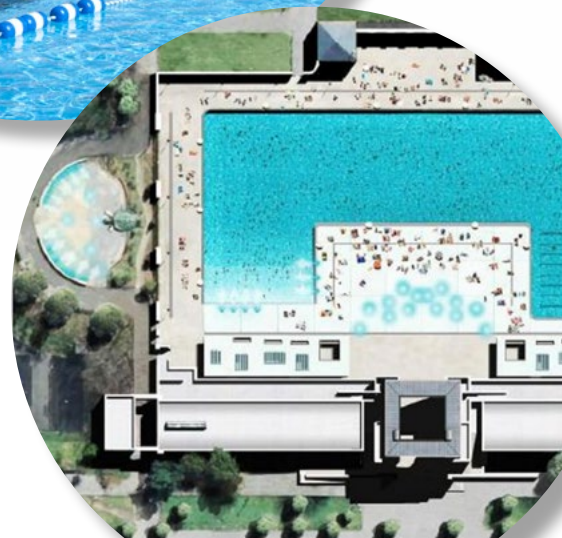
**OWNER'S REP AND CONSTRUCTION MANAGEMENT SERVICES
SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION
OCTOBER 3, 2023**

1. Title Page/Cover
 2. Transmittal Letter
 3. Proposal Body
 - Relevant Experience*
 - Staff Plan*
 - Service Plan*
 - Understanding of Project*
 - Management Approach*
 - Project Timeline and Approach*
 - Project Staff and Sub-consultants*
 - Disclosures and Potential Conflicts of Interest*
 4. Alternatives and Exceptions
 5. Related Project Experience
 6. References
 7. Cost Proposal
- Appendix*
- Proposer Acknowledgement*
 - Certification Regarding Conflict of Interest Investigation*
 - Hill Conflict of Interest Policy*
 - Exhibit A, Page 1*





SECTION 2
TRANSMITTAL LETTER





Hill International, Inc.
One Penn Plaza,
Suite 3915
New York, NY 10119
Tel: 212-244-3700
www.hillintl.com

October 3, 2023

Paul Zaicek, Director of Capital Projects
Village of Scarsdale
Scarsdale, New York
pzaicek@scarsdale.com

**Subject: Proposal for Owner's Rep and Construction Management Services:
Scarsdale Aquatic Facility Design and Reconstruction**

Dear Mr. Zaicek:

As a dedicated project management, construction management, and owner advisor firm, the Hill International, Inc. (Hill) team's perspective offers the Village of Scarsdale ("the Village") a proven but flexible approach to provide Owner's Representative and Construction Management (OR/CM) services for your Aquatic Facility Expansion project as outlined in the RFP. Our team understands this project will reconstruct Scarsdale's current pool complex and provide a new "State of the Art" Municipal Pool Complex that will better serve the Scarsdale Community.

We believe our firm is best qualified to perform this engagement as the qualification below demonstrate:

■ **EXTENSIVE EXPERIENCE PROVIDING OR/CM SERVICES**

Hill offers an important benefit to our clients in managing owner's representative/construction management projects—we will only represent you, at all times. The nature of Hill's OR/CM delivery method is that it fosters cooperation and collaboration prior to the construction phase, with the goal in mind of reducing risk, change orders, ambiguities and their resultant RFI's and of facilitating construction as a result. As the owner's representative/construction manager, Hill will take the lead from the Village and work with you as our client to achieve design and construction goals by developing the best strategies suited to your needs.

Hill will bring the following value:

- **Zero Learning Curve** | Our team has direct experience both working with each other and delivering recreational facilities with pool and various water features for clients nationally as well as locally in New York City and State, which will save the Village time by minimizing training and learning curve times.
- **Quality Services** | Hill has a reputation for providing quality services to our projects.
- **Responsive Staffing** | The Hill team is available immediately to respond to the Village's requests.

**DELIVERING THE
INFRASTRUCTURE
OF CHANGE**

- **Specialized Experts** | We bring a dynamic staff of construction experts who will implement industry best practices and lessons learned.
- **Team Leadership** | We have put together a team that is experienced in the successful delivery of Pools, Parks and Recreation Facilities and site development projects in and around New York City and State. Headed by Principal In Charge, Dominick Fickeria, the team also includes Project Executive, Gene McGarry, RLA, LEED AP, who has been working alongside NYC and State Parks for over 20 years. He was responsible for overseeing the successful completion of McCarren Pool and Bathhouse, for NYC Parks and has a proven dedicated career providing unique workable outdoor spaces for communities across NY City and State. Halim Jabbour our proposed Project Manager, has over 23 years of experience in the Construction and Engineering Industry. Halim is a dedicated construction manager with a record of delivering complex projects in New York City and Westchester County.

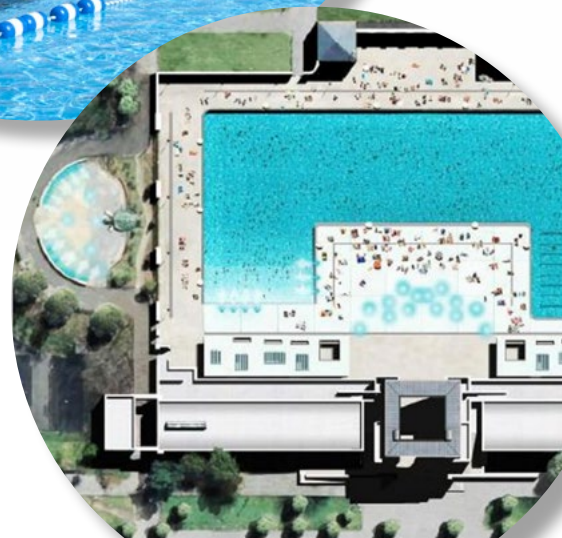
The team proposed is committed to perform the work within the time period (must include these statements). This proposal is a firm and irrevocable offer for three (3) months from the proposal due date, October 3, 2023. Hill International, Inc. accepts all terms and conditions and requirements contained in this RFP. We also acknowledge receipt of Addendum No.1, dated September 26, 2023.

We look forward to learning more about the Village's expansion plans and exploring how we can help move your vision forward. If you require any additional information, please do not hesitate to contact me at We look forward to learning more about your expansion plans and exploring how we can help move your vision forward. If you require any additional information, please do not hesitate to contact me at 212-244-3700 or dominickfickeria@hillintl.com.

Sincerely,



Dominick J. Fickeria
Senior Vice President and Northeast Regional Manager
Signed by an authorized binding official of the firm,



SECTION 3
PROPOSAL BODY



INTRODUCTION TO HILL INTERNATIONAL, INC.

SERVICES

- Program Management
- Project Management
- Construction Management
- Project Management Oversight
- Troubled Project Turnaround
- Staff Augmentation
- Labor Compliance Management
- Project Labor Agreements
- Facilities Management
- Commissioning
- Project Controls
- Estimating and Cost Management
- Advisory
- Risk Management
- Management Consulting

APPROXIMATELY

3,200

PROFESSIONALS

100+

OFFICES

41

COUNTRIES

10,000+

PROJECT ASSIGNMENTS

\$600+

BILLION
CONSTRUCTION
VALUE

PROFILE

Hill International, Inc. (Hill) is an international construction consulting firm that provides program and project management, construction management, cost engineering and estimating, quality assurance, inspection, scheduling, risk management, and claims avoidance to clients involved in major construction projects worldwide. Hill has participated in over 10,000 project assignments, with a total construction value of more than \$600 billion. Hill is the 4th largest project and construction management firm in the U.S., as featured in *Building Design + Construction* magazine. We are also ranked the 10th largest overall U.S. construction management firm (for fee only) by *Engineering News-Record* magazine.

Through our experience and expertise, Hill offers several advantages to our clients. Hill brings an in-depth view of the risks projects are likely to encounter. We quickly identify these risks and provide recommendations on how to protect your project. Hill also brings a regional focus, with a detailed understanding of the conditions, nuances, risks, and opportunities likely to influence your project, but supported by our internationally recognized industry experts, as needed. Hill's independence offers another benefit to our clients: as the largest "for-fee-only" project management firm in the U.S., we do not provide design or contracting services. This means we support your projects with no potential conflicts of interest. The combination of these strengths means, from concept to completion, Hill adds value to your projects.

PERSONNEL

Hill employs approximately 3,200 professionals and support personnel in local offices around the world. Our staff includes professionals in all construction and building-related disciplines, including planners, schedulers, estimators, value engineering specialists, construction managers, resident engineers, construction inspectors, and a full range of technical and support staff to represent owners. Our depth of expertise means we will always be able to support your project, regardless of manpower needs. The table on the following page provides a breakdown of our professional staff by discipline.



RELEVANT EXPERIENCE

For more than 45 years, Hill has provided construction management services for parks and recreation departments throughout the U.S. for projects of all types and sizes featuring urban landscape architecture, tree planting, park visitor and museum facilities, trails, paths, walkways, streetscapes, playgrounds as well as numerous other recreational facilities.

With **more than 160 professionals available in the New York region**, our team’s experienced resident engineers, project managers, schedulers, estimators, contract administrators, and other professionals are available at a moment’s notice to fully support The Village as needed. Hill’s resources, management principles, procedures, and commitment supported by time-proven, on-line information and tracking tools, assure our ability to successfully manage any project. Hill team is backed by the entire resources of our firm, providing a deep pool of support, if required.

Some select parks and recreation clients include:

- New York State Office of Parks, Recreation, and Historic Preservation, New York
- New York City Department of Design and Construction
- New York City Department of Parks & Recreation
 - **New York Parks and Playground with Water Features**
 - **Highbridge Park Adventure Playground Open Spray Area**
 - **Nautilus Playground Spray Showers Play Area**
 - **Ravenswood Park Spray Shower**
 - **Riverside Park Spray Showers**
 - **Rockaway Beach West Park Water Play Area**
 - **Titanic Park Water Feature**
- U.S. National Park Service, Nationwide
- Pennsylvania Department of General Services, Pennsylvania
- Pennsylvania Department of Conservation and Natural Resources, Pennsylvania
- Allegheny County Department of Public Works, Pennsylvania
- City of Philadelphia Department of Streets, Pennsylvania
- Portland Parks and Recreation
- City of Hillsboro, Oregon
- City of Savannah, Georgia
- City of Fontana, California
- City of Calistoga, California
- City of Palm Coast, Florida
- Tualatin Hills Park & Recreation District, Texas
- Ohio Department of Natural Resources, Ohio
- City of Spokane Parks and Recreation, Washington
- San Francisco Recreation and Parks Department



EXPERIENCE WITH SIMILAR PROJECTS

Hill’s construction supervision approach is based on our park project management assignments, which have included working with NYC Parks on more than 100 work orders since 2007, along with various municipalities and private clients. Our understanding of policies, procedures, and expectations for public projects is attributed to our long relationship and experience supporting parks and recreational clients. Hill has successfully completed a number of construction projects for cities and NYC boroughs that are very similar in scope to your envisioned reconstruction project.

We will leverage our experience and knowledge in the construction and reconstruction of numerous projects of similar scope to work with the Village towards the successful delivery of this project.

Experience with Preconstruction services with the following project elements.									
Project	Westchester County	Pool/Aquatic Facility	Phased Program	Occupied	MEP Services	Commissioning	Landscaping	Kitchen/Cafeteria	High Visitor Volume
McCarren Pool and Bathhouse		✓	✓	✓	✓	✓	✓		✓
CUNY Jamaica Pool		✓	✓	✓	✓	✓	✓		✓
Purchase College	✓		✓	✓	✓	✓	✓		✓
State Parks 2015 CM Term		✓	✓	✓	✓	✓	✓	✓	✓
Loews Miami Beach Hotel		✓	✓	✓	✓	✓		✓	✓
Nold Locker Room and Daycare Center		✓	✓	✓	✓	✓	✓	✓	
Residence Inn by Marriott at John Glenn Columbus International Airport		✓		✓	✓			✓	✓
Bronx Lion House		✓	✓	✓	✓	✓	✓		✓
New York City Hall			✓	✓	✓	✓			✓

The following pages include detailed descriptions of the projects listed above.



MCCARREN POOL AND BATHHOUSE

Brooklyn, NY

A centerpiece of Mayor Bloomberg's PlaNYC2030 program, this project consisted of reconstructing the McCarren Park Pool facility, providing for the restoration and preservation of the historic bathhouse and arches. The building houses a year-round community recreation center with a gym, weight room, cardio areas, office space, and multipurpose community rooms that can accommodate a variety of children's, senior, and neighborhood programs.

The existing swimming pool was repaired and reconfigured to incorporate a central peninsula to act as a beach area during the summer swim season and an ice skating platform during the winter. Places for **lap swimming**, a gradually sloped play area, and a **general swim area** were incorporated into the pool's shape. Outdoor changing pavilions and lockers were constructed adjacent to the original building.

The building was awarded LEED Silver Certification with the U.S. Green Building Council and participated in the New York City Percent for Art program.

Hill provided comprehensive construction management services for the project. As a Wicks Law project, Hill supervised four separate contractors. A major icon within the 35-acre McCarren Park, the renovated pool and bathhouse were originally opened in 1936 and is a New York City Landmark building.

Client

New York City Department of Parks and Recreation

Services

Construction Management

Total Project Value

\$50 Million

Completion Date

2012

Certifications

LEED Silver Certified



STATE PARKS 2015 TERM CONTRACT FOR CONSTRUCTION MANAGEMENT

Various Cities, NY

Hill provided as-needed construction management to the New York State Office of Parks, Recreation and Historic Preservation for multiple park projects throughout the state. The New York State Office of Parks, Recreation and Historic Preservation oversees more than 250 parks, historic sites, recreational trails, golf courses, boat launches and more, which are visited by 74 million people annually.

These projects included:

- **Riverbank State Park, 145th Street Entrance, Albany, NY:** Riverbank State Park is a rooftop park located 69 feet above the Hudson River on Manhattan’s west side, with tremendous views of the Hudson River, George Washington Bridge, and the Palisades. The park offers a variety of athletic, arts, and recreational experiences for all age groups. The **indoor facilities include an Olympic-sized pool**, skating rink, theater, fitness room, classrooms, and a restaurant. **Outdoor amenities include a lap pool**, tennis courts, basketball courts, softball field, handball courts, running track, football/ soccer field, amphitheater, and playground. Hill provided construction management services for the renovation of the 145th Street entrance to the park. The scope of work included creating a new custom entry pillar and kiosk with signage, refurbishing vehicular wrought iron gates, fabricating new pedestrian gates, installing a new ranger booth, building new planter walls with landscape material, and creating an irrigation system and pavers for the pedestrian walkways.
- **East River State Park, Dog Run, Albany, NY:** East River State Park is a seven-acre waterfront park located along the East River in Williamsburg, Brooklyn, with wonderful views of the Manhattan skyline. The site was

Client

New York State Office of Parks, Recreation and Historic Preservation

Services

Construction Management

Total Project Value

Various

Completion Date

2018



previously a shipping dock and remnants of the dock remain, including cobblestone streets and railroad tracks. Hill provided construction management services for the creation of a new dog run within the park. The dog run was roughly 5,000 SF with a landscape buffer. The scope of work included new fence and gates, landscaping, concrete and aggregate paving, site furnishings, a [water fountain](#), and solar lamp upgrades.

- **Riverbank State Park, Various Projects, New York, NY:** Hill is providing construction management services for the upgrade and revitalization of the Cultural Performance Center at the Denny Farrell Riverbank State Park, located at 679 Riverside Drive in Harlem. The Center, which will be renamed the Robert Frederick Smith Center for the Performing Arts, hosts social, educational, and performance-related activities and events and welcomes more than 60,000 people a year. The project will replace outdated house lighting, inadequate sound equipment, bleacher seating, and flooring. It also entails installing new theatrical lighting and modifying the stage area. Hill is supporting the project through pre-construction review and estimating services, supervision and inspection, contract administration, and administrative support services.

In addition, Hill is providing [HVAC upgrades for the Aquatics building](#), replacing the boiler in the Aquatics building, and [replacing the park's pool heating system](#) and athletic field light pole.

- **Robert Moses State Park, Field 5 Bathhouse Project Labor Agreement (PLA), Albany, NY:** Robert Moses State Park is an ocean beachfront facility that attracts nearly 3.8 million visitors annually and boasts a shoreline of nearly 5 miles. Hill conducted a labor and cost analysis and study and prepared a report addressing the feasibility, economic benefits, and appropriateness of utilizing a Project Labor Agreement (PLA) in connection with construction for this project. Upon conclusion of each study, Hill recommended that a PLA be negotiated.
- **Jones Beach State Park, East Mall Market Place Building PLA, Albany, NY:** World-famous Jones Beach State Park, home of 6.5 miles of beautiful white-sand beach on the Atlantic Ocean, is made up of more than 2,400 acres of maritime environment on the south shore of Long Island and is visited by 6 million people every year. Hill conducted a labor and cost analysis and study and prepared a report addressing the feasibility, economic benefits, and appropriateness of utilizing a PLA in connection with construction for this project. Upon conclusion of each study, Hill recommended that a PLA be negotiated.
- **Gantry Plaza State Park, Basketball and Handball Courts, Albany, NY:** Hill provided construction management services for the rehabilitation of existing basketball and handball courts. The work included resurfacing courts, replacing equipment, and repairing walls and fencing.
- **Gantry Plaza State Park, Tot Lot, Albany, NY:** Hill provided construction management services for the rehabilitation of an existing Tot Lot. Work included replacing play equipment and the safety surface and alterations to existing utilities and drainage.
- **Riverbank State Park, Restaurant HVAC Replacement and Roof Repairs, Albany, NY:** This \$2 million project included replacement of the existing roofing system, replacement of the lightning protection system, removal of the existing HVAC system, installation of a temporary HVAC, and installation of new HVAC with all associated electrical work .



LOEWS MIAMI BEACH HOTEL

Miami Beach, FL

Hill provided owner’s representative and project management oversight for the renovation of the Loews Miami Beach Hotel. The renovation upgraded the majority of the ground floor space, including filling the reconfiguration of back-of-house and reception areas; added an extension into the under-used outdoor space to tie in with indoor uses; reconfigured the restaurant and indoor/patio functional dining space; refinished bathrooms and kitchen; added new furniture, fixtures, and equipment for all spaces; and restyled the entire space to match the previously renovated functional space on the mezzanine level.

Specifically, the project encompassed the renovation of 790 guestrooms; lobby; lobby bar/ lounge; coffee shop; **swimming pool finishes**; the addition of private cabanas at the pool, pool bar; event lawn; elevator cabs; exterior building paint and back-of-house finishes. The hotel remained in operation during the work, except for three weeks when the hotel was closed in the middle of the summer to allow for heavy demolition work.

Hill managed the coordination of five contractors working on sections of the project simultaneously, including overseeing the completion of all major demolition while the hotel was closed to guests.

CHALLENGES AND INNOVATIONS

Furniture Refinishing On-Site and Sustainable Practices

Casegood furniture in the guestrooms was refinished on-site, with a team of refinishers and craftsmen in a temporary shop located in the basement. In addition, new doors and hardware was installed, so the wood headboards, dressers, credenzas and armoire furniture were repurposed instead of thrown away and replaced. Replacement of all lighting to LED fixtures

Client

Loews Hotels & Resorts

Services

Owner’s Representative

Project Management Oversight

Total Project Value

\$20 Million

Completion Date

2017



included replacement of the lobby dimming system. The lobby floor feature in-poured terrazzo with LED point lights casted in, and all pool area lighting changed to turtle-friendly amber lighting, so no uplighting or bright point sources would attract hatching turtles.

Coordination and Relocations

Hill coordinated the manufacturing, shipping, storing and delivery of furniture on a just-in-time basis as there was not room on-site to store 800 rooms worth of furniture. Portions of the closed ballroom were used as a depot for items being re-used, while public spaces, lobby and pool area construction were divided and separated from the guests. Work also necessitated creating temporary check-in desks, a lobby area on the second floor, temporarily relocating valet, baggage handling, guest services and other functions from the lobby and entry, which Hill facilitated. Hill also managed the coordination of some planned meetings and events that could not be canceled.

Safety Considerations

Hill's Senior Construction Manager oversaw the contractors' safety programs on a daily basis. The Miami Beach Fire Department (MBFD) required buffer floors to be maintained above and below areas of construction. The MBFD conducted reviews of the guestroom renovations and allowed floors to open as work was completed. Hill and the contractors worked closely with the MBFD on the temporary separation walls, additional temporary fire sprinklers, ramps, exit paths and other safety aspects. Notably, the fire alarm and fire sprinkler systems were maintained in operation in all areas throughout the construction.

DESIGN FEATURES

The new lobby design features a more open plan than the old, more compartmentalized layout. This updated the lobby from a 90s aesthetic to a current Miami beach feel with white terrazzo floors, black, gray and brass architectural accents with major artwork features in bright colors as accents 'pop' to the more muted white gray and black base colors. Also in the lobby, the front desk was pushed back 10' into the old front office area, making the check in area more spacious. The traditional, single long front desk was removed and replaced with check in pods for a more intimate check-in experience, and the Concierge was relocated to an area more accessible by guests. The lobby bar was moved to a more prominent space within the lobby lounge from a back corner location. Further, the new lobby bar has both an indoor and outdoor experience divided by a glass a wall. A food concept station was located within the lobby lounge area to make hand made flat breads and other craft foods. There is also a new dedicated coffee shop with nitrogen cold-brewed coffee.

The guestrooms were changed to vinyl flooring resembling wood and the color palette of the rooms changed to a cooler scheme with all artwork fitting within the Art Deco south beach feel, and **the large raised pool coping was replaced with one level with the deck**. New adult area cabanas were installed at the raised platform of the pool area in replacement of the fountain. This created a new area and focal point of the pool deck. The new covered open air pool bar provides covered seating where as the seating area was previously shaded only by umbrellas.



ON-CALL CONSTRUCTION MANAGEMENT/BUILD 2015-2018 IDIQ

New York, NY

Hill provided on-call construction management/build services to the City University Construction Fund (CUCF) on behalf of the City University of New York (CUNY) for various university construction projects. The three-year contract had an estimated value to Hill of \$50 million, which included approximately \$10 million in management services which was provided by Hill and approximately \$40 million in construction services which was provided by subcontractors.

Most project assignments were anticipated to range from \$3 million to \$30 million and involved the rehabilitation, construction, renovation, or expansion of CUNY sites and facilities. CUNY consists of 24 institutions located throughout the 5 boroughs of New York City that include 303 buildings on 27 million SF of space with classrooms, offices, computer centers, libraries, laboratories, gymnasiums, theatres, greenhouses, and many other features. CUCF provides facilities for CUNY and supports the University's educational purposes. CUNY is the largest municipal college system and the third largest university in the nation.

Home to the Cardinals' men's and women's swimming team, the York College **Natorium features a six-lane, 25-meter swimming pool, as well as a one-meter and three-meter diving board.** Touch pads and an automatic timing system are also available. There is also a viewing balcony for fans to watch the action. The total square footage is 6,863 feet.

Client

City University
of New York

Services

Construction
Management

Completion Date

2017

ADDITIONAL POOL PROJECT EXPERIENCE



NYC Parks
McCarren Park Pool and Bath House



City of Airway Heights
Airway Heights Recreation Center



City of Fontana
Fontana Park and Jessie Turner Community Center



Rhode Island Department of Environmental Management
Improvements to Lincoln Woods State Park



New York State Office of Parks, Recreation and Historic Preservation
Riverbank State Park Indoor Pool



Washington State University
Student Recreation Center





FARMINGDALE STATE COLLEGE NOLD LOCKER ROOM

Farmingdale, NY

Hill provided on-call construction management services on multiple projects for the State University Construction Fund (SUCF). As part of this contract, Hill managed higher education and vertical construction projects for the State University of New York (SUNY) at several locations. Project types also included parks and playgrounds, parking structures and vehicle access, site improvements, and walkways.

This phased 39,000 SF project allowed for continued operations of the College's Athletic Department during construction. Hill was responsible for inspecting, coordinating and monitoring the construction.

Phase 1 required installation of pre-fabricated modular trailers consisting of shower room and rest room, team and office locker rooms (three trailers), public restrooms (one trailer), athletic training trailer room (one trailer) and a boiler trailer (one trailer). Also included were all utility hook-ups and the **decommissioning and infill of the existing indoor swimming pool** for construction of an auxiliary gym.

Phase 2 consisted of the "gut" and reconstruction of the main area of the building, which included all locker rooms and showers (athletic team, coaches and public), rest rooms, mechanical and storage rooms and various athletic areas (racquets ball courts, fitness rooms and trailing room). The work includes asbestos abatement, interior demolition, structural work, masonry, decorative metals, new glass/aluminum curtainwall, floor covering, and ceiling systems. The project also required special construction items including racquet ball courts and athletic floor coverings and all required accessories for the locker/shower/rest rooms. In addition, Hill installed a complete fire suppression system; new digital addressable fire alarm system, all required mechanical systems including new air handle units,

Client

State University
Construction Fund

Services

Construction
Management

Total Project Value

\$16 Million

Completion Date

2013

chillers and cooling towers, heat exchangers, fans and all associated ductwork and piping; and new 15KVA transformers (dry contract and step own transformers) and electrical ductbank, electrical distribution switch boards and panel boards. The project also included a mechanical system Energy Recovery System and complete BMS for the building.

Phase 3 consisted of the installation of new roof drainage and exterior site improvements, including asphalt and concrete pavements, furnishings, turf, and landscaping.

Specific techniques to monitor:

- **Construction Costs:** The Owner was heavily involved with all determinations made. Hill provided the owner recommendation for any change order submissions provided by the contractor. Hill was tasked with estimate preparation and recommendation based on direction provided by the Owner for change orders.
- **Project Schedule:** Hill's responsibilities for the project schedule were limited due to the Owner's heavy involvement in the project. Hill work coordinate work with third party contractor's through the Owner's liaison
- **Construction Quality:** Hill provided continuous site observation, review and contract compliance for this construction for this project. While Hill's role was limited to observations and recommendations to the Design Team and Owner, we worked closely with all parties to provide the Owner with the best available project.
- **Drawings and Documents:** Hill was responsible for the on-site maintenance of the owner's documentation which included all daily reports, man-courts (weekly and monthly), photographic documentation. Hill work also project the Owner with Construction Cost spend out reports are required.

Hill responsibilities evolved during the course of the projects with Hill taking on more responsibility on the Nold Hall project to include work on change orders, monitoring of the contractor's schedule and work activities to maintain the schedule and recommendations for any and all contract changes. Hill was also responsible for coordination of all third parties with the Owner, Facilities and Contractor. Hill's added value to the projects at Farmingdale was to help ensure that the Owner was provided proper recommendations independent for the Designers and Contractor's based on the best available information and in the best interest of the Owner. All additional services that were provided to the Owners were done without requiring additional personnel.



ON-CALL CONSTRUCTION MANAGEMENT ADVISORY SERVICES

Columbus, OH

Hill provided construction management services to the Columbus Regional Airport Authority (CRAA) at John Glenn Columbus International (CMH) Airport. Hill's services supported a multi-year expansion program at the airport to modernize and renovate various facilities.

Residence Inn by Marriot: Hill provided construction management services for the construction of the Residence Inn at CMH. This is the first extended-stay hotel on the airport property and is adjacent to the terminal. The hotel is financed, built, and owned by CRAA, and serve as a future revenue source for the airport.

The 4-floor property features 122 guest suites with kitchenettes in each suite. Amenities include meeting space for up to 35 guests, **an indoor pool**, a bar, outdoor grill and fire pit, and a putting green. The interior design theme is the history of flight with a focus on Ohio and CMH. Hill's services included soliciting for the designer and the CM-at-Risk, managing the budget and schedule, and purchasing the FF&E and all owner-provided items.

Client

Columbus Regional Airport Authority (CRAA)

Services

Construction Management

Total Project Value

\$40 Million

Completion Date

2020





SUNY PURCHASE CENTER FOR MEDIA, FILM, AND THEATRE

Purchase, NY

Hill provided construction management services to the State University Construction Fund (SUCF) for the construction of a new space for the Conservatory of the Theater Arts & Film, a founding school at State University New York (SUNY) Purchase. The Center was designed to unify various programs formerly scattered throughout the campus and to house the school of Theatre Arts, the school of Film & Media Studies, and related programs. Featuring black box theatres, screening rooms, performance studios, production and editing studios, film classrooms, and faculty and administrative space, the 75,000 SF space also achieved a LEED Silver rating.

The project was composed of three elements: the renovation of an existing concourse level below the plaza, the vertical expansion of the existing facility, and the creation of a pavilion and courtyard which now serve as a dynamic campus entrance. This project involved demolition, asbestos abatement, new construction and finishes, mechanical and electrical work, removal of concrete slab, structural supports, and waterproofing.

Hill provided constant supervision and an emphasis on the project's cost, schedule, quality, and coordination efforts. By checking that material and manpower estimates were accurate, Hill negotiated and reduced nearly every change order on this project, resulting in savings of nearly \$300,000 on field condition change orders.

SUCF also benefited from the weekly Open Critical Item Report which Hill used as a method to monitor and maintain project progress. This report was shared with SUNY Purchase stakeholders, contractors, subconsultants, and the architect. To help keep progress in line with the owner's schedule, Hill facilitated weekend work when required.

Client

SUNY State University
Construction Fund

Services

Construction
Management/Build
Scheduling
Estimating

Total Project Value

\$31.2 Million

Completion Date

2018

Certifications

LEED Silver Certified



CITY HALL RENOVATIONS

New York, NY

When the New York Department of Design and Construction (NYCDDC) realized the need to restore New York's 200 year old, renowned City Hall, they selected Hill to manage the \$150 million project. Hill's selection was largely due to NYCDDC's understanding that experience with high-profile government projects was a must and would be needed to guide them through the numerous hurdles and challenges that faced the project. This major reconstruction project, designed to obtain LEED Accreditation, was to remediate structural conditions which existed and to bring the building up to current building and fire codes.

Built in 1812, City Hall is among the nation's oldest governmental facilities still in continuous use. As the central hub for many of New York's political and public affairs, the elegant French and American-Georgian inspired building serves as the primary seat of government for the City, currently housing the offices of the Mayor, the City Council Chamber, the New York Design Commission, and various support offices for the City's Executive and Legislative branches of government.

The initial scope of work for the renovation entailed a series of independent building upgrades and enhancements designed to meet the new and evolving needs of the building's diverse occupants, as well as to comply with new fire and life safety codes. Preliminary design surveys conducted during the early developmental phases of the project, however, yielded that considerably poor building conditions, coupled with widespread structural deficiencies, demanded further additions to the scope of work, unexpectedly catapulting the project into a comprehensive rehabilitation program.

Client

New York City
Department of Design
and ConstructionS

Services

Project Management
Construction
Management

Total Project Value

\$150 Million

Completion Date

2017

Certifications

LEED Silver Certified

The project's scope included the addition of a new cellar below the existing basement for mechanical spaces, installation of sprinkler and fire alarm life/safety systems, complete upgrade of the buildings mechanical systems and complete renovation of the City Council areas of the building. The scope of work also included the restoration and preservation of the Historic City Council Chamber and artwork, installation of new A/V and Broadcast systems and complete electrical service upgrade including installation of new 4000 AMP service, new distribution and emergency feeders, new switchgear and distribution panels, panel boards and branch lines and electrical devices. In addition to the work at City Hall the project also provided for new connections and replacement of existing control and emergency system connections between City Hall and the control center located at the Tweed Building.

As the first major renovation to the building in nearly 100 years, the main challenge for the project involved weaving the individual scope components into the existing architectural fabric of the building without impacting the historic atmosphere and integrity of the space. A large and diverse team of subcontractors, archeologists, preservationists and craftsman played integral roles in the detailed and ambitious effort.

Additionally, Hill was challenged with completing the project while the Offices of the Mayor remained in full operation. This requirement was further complicated by regular building tours, unexpected press events and a well-publicized, fixed date of completion.

The dense, urban environment surrounding the project created additional challenges to the project team including restrictions to site access, a constrained work perimeter, indefinite field conditions, heightened security and unexpected expansions to the scope of work. Tourist traffic, regular vetting of building materials and workers and a heavily populated public park setting were all critical factors in Hill's management approach.

The range of services for this project include construction management master schedule development and upkeep, contract document development, contract bidding and negotiation, quality and safety management and budget management and control.

Awards

2014, Lucy G. Moses Preservation Project Award for 2014, The New York Landmarks Conservancy

2013, Award of Merit, *Engineering News-Record (ENR)*

2013, Project of the Year, Construction Management Association of America (CMAA) Metro New York/New Jersey Chapter

2012, Platinum Reconstruction Award, *Building Design and Construction*

2011, Gold Vision Award, *Constructech Magazine*



Hill was awarded the Platinum Reconstruction Award from Building Design + Construction Magazine and was featured in the October 2012 issue.



THE BRONX ZOO LION HOUSE

Bronx, NY

Hill provided construction management/build services for the \$60 million reconstruction of the historic Lion House at the Bronx Zoo, originally constructed in 1903. The reconstructed building houses the new \$10 million “Madagascar” exhibit, designed to showcase the plants and animals that are endemic to Madagascar, the world’s fourth largest island, located off of the coast of southeastern Africa.

As the largest building on the zoo’s renowned Astor Court, the Lion House was originally designed as an exhibit area for big cats. All of Astor Court, an impressive assemblage of six beaux-arts buildings at the center of the Zoo, was designated as a landmark by the New York City Landmarks Commission in 2000. When the Lion House was built, the brick and limestone facility was considered state-of-the-art, but as standards of animal care advanced, the lions were moved into a more natural setting, and the Lion House was shuttered in 1985. The goal of a historic renovation was to preserve the original image of the building.

The Lion House required major infrastructure work in order to transform it into a brand new exhibit. The reconstruction of the existing 18,000 SF building involved significant steel roof and masonry façade work to restore the remarkable terra cotta animal friezes and sculptures to their original splendor. The project challenges included large quantities of rock removal, significant structural work including underpinning the entire building, major utility relocations, hazmat remediation, historic preservation of important building elements, and the installation of a sophisticated mechanical system for animals and plants. In conjunction with the building renovation, the adjacent [Sea Lion Pool](#) at the center of Astor Court was upgraded with a new multi-million-dollar life support system. The historic courtyard

Client

New York City
Department of Design
and Construction

Services

Construction
Management
Estimating

Total Project Value

\$60 Million

Completion Date

2008

Certifications

LEED Gold Certified

Awards

2009, Reconstruction
+ Renovation Awards
Gold Award, Building
Design + Construction

2009, New York City’s
Best Reconstruction
Project for 2008,
Municipal Art Society

adjacent to the building was also renovated with new site paving, lighting, site furnishings, and landscaping.

The renovated and newly expanded 43,500 SF building has two separate, but interconnected functions. One half of the building is a multi-use space with an auditorium and catering hall, serving as a place for community meetings, education activities, and other general public events. The other half, the original caging area, houses a dynamic new animal exhibit dedicated to an appreciation of wildlife and conservation, focusing on smaller animal species of Madagascar. The building received a “Gold” Leadership in Energy and Environmental Design (LEED) certification with geothermal wells, fuel cell, inflatable Teflon™ skylight technology, and waste recovery greater than 90 percent of the demolition. The Lion House is the first New York City owned landmarked historic building to be certified as “green.”

The contract for this complex project mandated that pre-construction services (lasting five months) and construction-phase services (lasting thirty-six months), be completed within a total of 1,460 consecutive calendar days. The project was, actually, two separate projects: construction of the base building by the New York City Department of Design and Construction, and construction of the exhibit within the base building by the Wild life Conservation Society. Both the DDC and the Wildlife Conservation Society shared a common goal to complete the project within a specific and agreed-upon schedule. The building officially opened to the public in June 2008.

Hill provided project management services for the pre-construction, bidding, and construction oversight while implementing the project.

STAFF PLAN



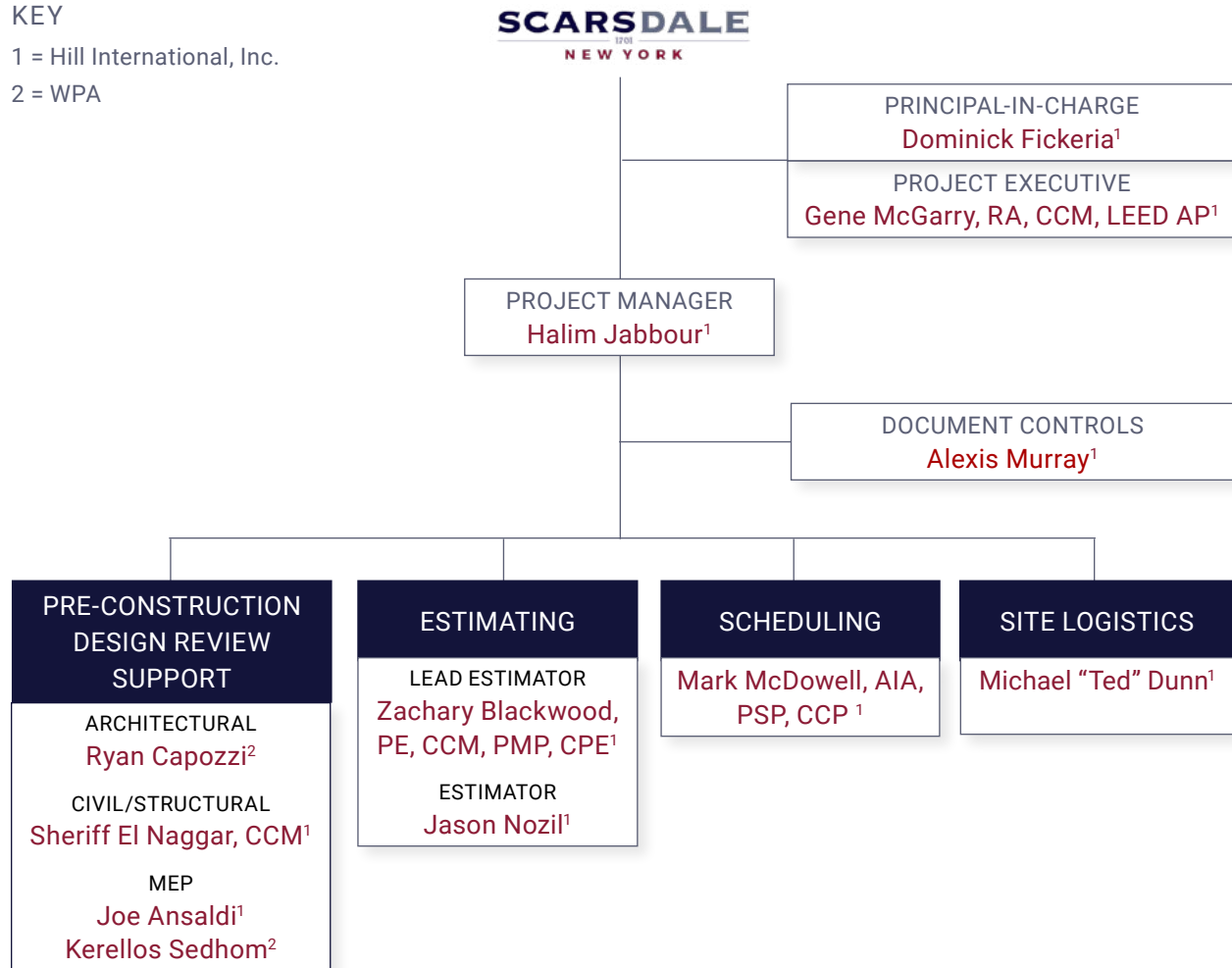
This proposed team is organized to benefit the Scarsdale Aquatic project by providing owner advisor and PM/CM services in support of your reconstruction plans for both pre-construction and construction management. The organizational chart below demonstrates a lean but effective approach to providing the required services with a team well-versed in the nuances of successful project delivery, including supporting resources available as needed.

PRE-CONSTRUCTION ORGANIZATIONAL CHART

KEY

1 = Hill International, Inc.

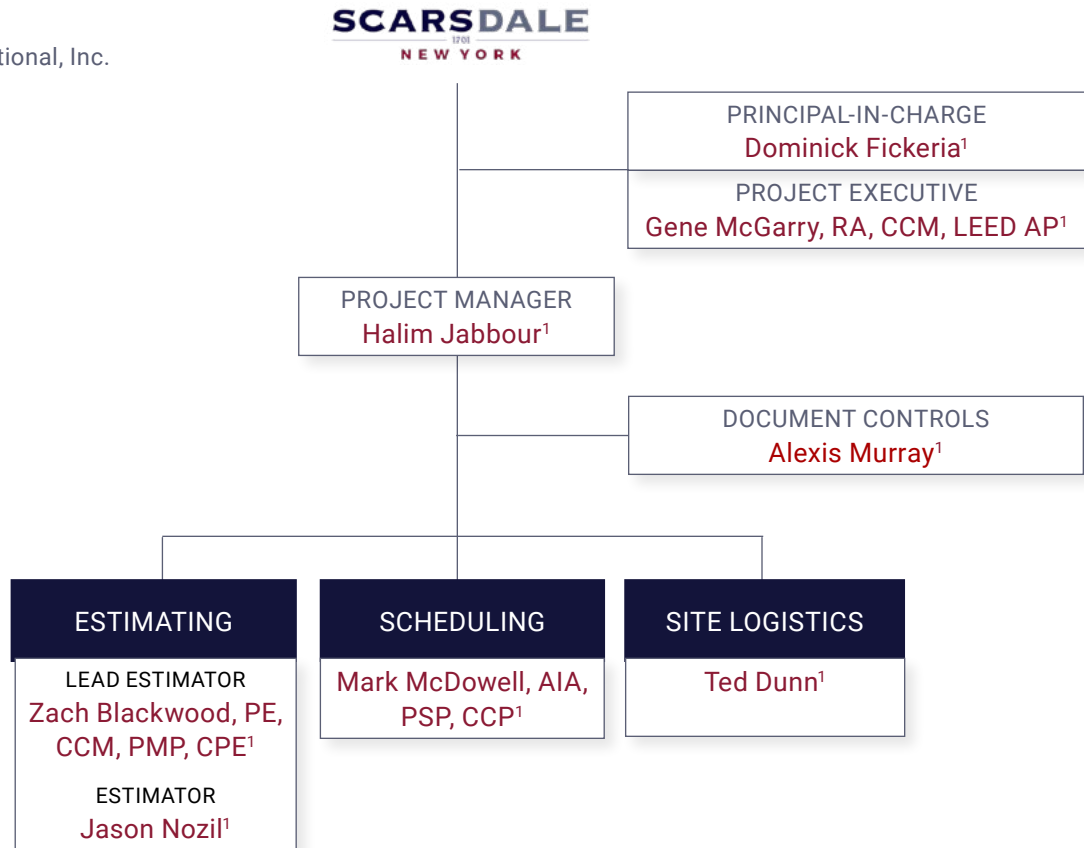
2 = WPA



CONSTRUCTION MANAGEMENT ORGANIZATIONAL CHART

KEY

1 = Hill International, Inc.



RESUMES

Resumes for all proposed project personnel are included on the following pages.



GENE A. MCGARRY, RLA, CCM, LEED AP

Project Executive

Gene McGarry has over 26 years of construction and program management experience. He manages a multi-discipline team of professionals working on numerous construction projects, from conceptual design through project closeout. Gene helps to ensure client satisfaction from project inception through completion, assigning required resources as needed to develop and meet the program goals. As Project Director or Manager, Gene contributes to and monitors the project budgets, develops schedules, conducts project meetings, assists with preparation of bid documents, coordinates estimates, organizes constructability reviews, and reviews contractor plans. He helps to ensure quality control through enforcement of contract documents and acts on owner's behalf to coordinate overall project progress. As Project Manager, he has contributed to notable projects for the City of New York Department of Parks and Recreation (DPR) and the New York City Department of Design and Construction (NYCDDC). Gene's specialized software skills include AutoCAD, MicroStation, Primavera Project Planner, Expedition, Prolog Manager, Constructware and SpecsIntact.

New York City Department of Parks and Recreation (DPR), Various Projects, New York, NY, Senior Project Manager

Gene has been managing Hill's City of New York Department of Parks and Recreation program for many years. This program provides critical infrastructure to the City's communities. He manages a large team that includes project managers, resident engineers, inspectors, and other professionals working on the program, which consists of constructing new facilities and reconstructing existing sites. Project types include extensive site-work, green infrastructure, utility upgrades, storm water management, urban plazas, new construction, building renovations, athletic fields, historic structures, facilities, playgrounds, paving, site lighting and landscape installation. The majority of these projects include significant earthwork, contaminated soils, subsurface utilities, and work within public right of ways, and involve the coordination and interface with various utilities companies, and local agencies. Gene has managed over 100 NYC Park and site development projects with construction values that total nearly \$1B. His projects include:

- **Riverside Park South (\$18M):** This project included the construction management of a new, six-acre park along the west side of Manhattan known as Riverside Park South (Phase V). The project includes a significant amount of site amenities covering numerous categories such as a large central staircase descending over 30 feet to the Hudson River waterfront, paved plazas for passive recreation, seating



Education

Bachelor of Science, Landscape Architecture, University of Maryland, College Park, MD, 1996

Registrations

Landscape Architecture, New York

Landscape Architect, New Jersey

Certified Construction Manager

LEED Accredited Professional

Professional Memberships

American Society of Landscape Architects

areas, sport courts, water features, park lighting, playgrounds, dog run, custom planters with integral seat walls, custom stainless steel railings, and extensive landscape installation. The project also includes a half-mile access road under the West Side Highway with a new bike lane. The project site contained a large amount of contaminated soil, which required development of a detailed removal and disposal plan. Coordination with multiple state and city agencies was critical to the project's success.

- **Alley Pond Environmental Center (\$21M):** Project includes the construction management of the new Alley Pond Environmental Center in Queens. The project includes construction of a prefabricated structure that will act as the temporary home for the Environmental Center while the new facility was being built. Work includes demolition of the existing structure, driving steel piles for the new building and geothermal wells. The new facility will be home to many small animals and will contain classroom spaces to serve as an educational facility for the community. The new Environmental Center will be a LEED certified project.
- **McCarren Park Bath House:** This project entails the reconstruction of the historic McCarren Pool and Bathhouse in Brooklyn. The McCarren Pool and Bathhouse, located in McCarren Park, was originally constructed in 1936 as part of the Works Progress Administration (WPA) program. Built to serve Brooklyn's Williamsburg and Greenpoint neighborhoods, the bathhouse had an original capacity of 6,800 swimmers. Under the \$44 million renovation project, the pool, bathhouse, filter house, lifeguard house and surrounding pool deck were reconstructed, new changing pavilions were built, and site improvements were made to meet current ADA requirements and U.S. Green Building Council standards for environmental sustainability.
- **John DeLury Square:** John DeLury Square is an important component of former Mayor Bloomberg's Fulton Corridor Initiative, which focuses on the creation and refurbishment of several parks within the corridor. This existing park was demolished and expanded at the corner of Fulton and Gold Streets to create an attractive focal point between the World Trade Center and South Street Seaport sites. The new \$2.3 million, 8,850 SF park will comprise a number of features including a fountain and pool, lush plantings, granite stone outcroppings and stone benches, pathways, lawn area, and game table. Bench seating will accommodate visitors along the pathway and near the fountain. Security will be provided with a custom steel fence, entrance gates and new park lighting.
- **Union Square:** The \$17 million renovation and reconstruction of Union Square North included expansion and reconstruction of the historic pavilion to allow for a full service full-service restaurant, new comfort station, state of the art playgrounds, water features, expansive paving, and installation of large plant material and infrastructure work to improve the operation of the Green Market. Logistics at the site were extremely challenging due to the high level of pedestrian traffic, limited site access, and the need to keep the Green Market open during construction.
- **Titanic Park:** Titanic Park is a small park that lies at the pedestrian entrance to Lower Manhattan's bustling South Street Seaport. Near the intersection of Fulton Street and Pearl Street, the park features a lighthouse that was constructed in 1913 to remember those lost on the Titanic. The surrounding area will undergo a complete reconstruction, which will result in a more welcoming and usable gathering space. Work includes new bluestone paving in a wave pattern to represent the water off of the Manhattan coastline. This paved area is accented with boulders that act both as ornamentation and additional seating. Tying together the coastal theme, a water feature will

provide a unique character to the space. Other improvements include new light poles, abundant low and mid-level plantings, newly paved bluestone pathways and granite curbing. Coordination with the South Street Seaport Museum, several Lower Manhattan community and business groups and City agencies will allow this updated design to breathe new life into this heavily trafficked location.

- **Sandpiper Playground (\$5.8M):** As Project Manager, Gene provided construction management services to the New York City Department of Parks and Recreation for the reconstruction of Sandpiper Park, located between Beach 105th and Beach 108th Street South at Rockaway Beach, Queens. The project reconstructed a beach-side playground, bringing it up to current play-equipment code and guidelines. This entailed the creation and upgrading of ADA-accessible features, water play equipment, fencing, plantings, safe pedestrian connection to the Rockaway Boardwalk, direct vehicular access from the lifeguard parking lot to Shore Front Parkway, and addition of sea-creature play elements. The work also included a new sidewalk and the restoration of an iconic Wave Shelter (a wave-shaped bus shelter), along with other site improvements.
- **Battery Playscape (\$15.5M):** Gene served as the Project Manager for the removals of the existing playground and replacement with new Treehouses + Playfeatures, Water + Sand Play Area, Architectural Concrete Wall spanning 500 linear feet, Exposed Aggregate Walkway, Sand Dune Climbing Wall with a Retention Tank underneath, new Theatre, new Boulders throughout the whole park, Granite Slides, and Hexagon Pavers around the Park. This was a Design-Bid-Build Project valued at 18 Million Dollars with coordination with the local Conservancy, LMDC, MTA, and DOT.

NYC Department of Design and Construction (NYCDDC), Lion House at the Bronx Zoo, New York, NY, Assistant Project Manager

As the largest building on renowned Astor Court, the Lion House was originally designed as an exhibit area for big cats. The Lion House required major infrastructure work before it could safely be transformed into the new Madagascar Exhibit. The planned reconstruction of this landmark building involved significant roof and façade work to restore the remarkable terra cotta animal friezes and sculptures to their original condition. Gene provided on-site construction management services for the reconstruction of the historic Lion House at the Bronx Zoo. His responsibilities included constructability reviews, estimating, scheduling, document controls, invoicing, RFIs and submittals.

New York City (NYC) Department of Parks and Recreation (DPR), Superstorm Sandy Beach Restoration Emergency Contracts, Coney Island and Manhattan Beach, NY, Senior Project Director

Serving on multiple emergency capital projects related to the restoration of beaches in Queens and Brooklyn, Gene managed multiple contracts and contractors for the emergency clean-up and safe-up beginning in December of 2013. All beaches were open by Memorial Day. Gene oversaw Hill's project managers as they coordinated the efforts of numerous agencies including New York City Department of Parks and Recreation, FEMA, NYS Office of Emergency Management, National Park Service, New York City Department of Environmental Conservation, New York City Department of Design and Construction, New York City Department of Environmental Protection and United States Army Corps. of Engineers. Construction work included removal of damaged boardwalks, demolition of buildings, extensive excavation, sea wall removal and major earthmoving operations. New boardwalks, walls, piles, jetties, trap bags and dune reconstruction were also part of the project.

HALIM JABBOUR

Senior Project Manager

Halim Jabbour has more than 23 years of experience in the construction and engineering industry. He has performed in lead roles including Resident Engineer, General Superintendent and Project Engineer for parks, zoos, courthouses, transportation facilities, education facilities and building renovations. He offers expertise in contract compliance, multi-prime contractor coordination, safety, and management of corrective solutions. In addition, Halim is knowledgeable in LEED certification projects. His stakeholder management skills coupled with his ability to deliver compliant projects adhering to specifications for government clients and other agencies serve as practical resources for the project team. As Project Manager, Halim coordinates and manages the activities of assigned projects from the planning and design stages through construction, occupancy, and project close-out. He verifies the project is planned, directed, and controlled as specified by the design and intended; that time and costs are managed; and aesthetic, technical, and business management decisions required for successful accomplishment of such a project are made in a timely manner. Halim also anticipates and resolves project-related problems, develops contingency plans to mitigate unresolved problems, confirms decisions are made appropriately, reviews inspection reports, and recommends adjustments to methods and activity sequences, verifies disputes are arbitrated between contractors and government representatives and that alternate methods are developed to recoup lost project time without compromising quality.

New York City Department of Parks and Recreation (DPR), New Alley Pond Environmental Center, Queens, NY, Senior Project Manager

Halim is providing on-site construction management services to DPR for demolition of existing center and construction of a new \$26 million, 10,000 SF environmental center. The new building includes learning classrooms, observation rooms, laboratories, and an animal room/petting zoo. Scope of work also consists of stormwater pollution prevention of the surrounding 635 acres of wetlands.

New York Department of Design and Construction (DDC), Lion House at the Bronx Zoo, Bronx, NY, Resident Engineer

Halim acted as Resident Engineer for the reconstruction of the historic Lion House at the Bronx Zoo. The Lion House was out of commission since the mid-1970s and required major infrastructure work before it could safely begin operation. The historic character of the building, including the many lion figures made from terra cotta, has been preserved. The Bronx



Education

Bachelor of Art,
Architecture, Pratt
Institute, 1996

Bachelor of Science,
Architecture Technology,
New York Institute of
Technology, 1992

Registrations

OSHA 30-Hour
Construction
Safety Training

Zoo became the first publicly funded building in New York City to receive LEED certification. The \$45 million project is the historic restoration of a 43,000 SF building, which houses the new Madagascar exhibit. The project was designed and constructed as a “green building” with silver LEED certification, earning it a New York City Green Building Award. Halim resolved operational problems and oversaw construction, testing and the implementation of LEED documentation for construction debris. He also assisted the Project Manager to determine facilities requirements; develop project management plans; and prepare and oversee budgets and schedules, design development and construction documents. He provided technical assistance; monitored the progress and performance of construction quality; and reviewed and made recommendations regarding approval of construction contract progress payments, change orders and project scope changes. He also monitored project substantial completion and closeout.

SUNY Purchase College, Center for Integrated Technology Learning, Purchase, NY, Construction Manager

Halim served as Construction Manager for the State University Construction Fund under a construction management contract. The project involves renovation of the concourse level below the plaza; the vertical expansion of the CITL Academic Building to properly accommodate the necessary height of the studios and the daylight requirements of other program elements; and the creation of an Entry Pavilion and courtyard space to create a dynamic campus entry. This project involves demolition, asbestos abatement, new construction and finishes, and all mechanical and electrical work. Specifically, the project entails the removal of concrete slab and structural support, waterproofing, electrical, and lighting. As Construction Manager, Halim was responsible for directing, coordinating, and expediting the construction of this project. He communicated with the State University Construction Fund (SUCF) via monthly work progress reports, reviewed GC updated schedules, and negotiated field orders and change orders with the Contractor.

New York City Department of Design and Construction (DDC), City Hall Renovations, New York, NY, Project Manager

As Project Manager, Halim supported construction management services during the \$150 million renovation of New York City Hall in Lower Manhattan. The project consisted of structural remediation of the wood trusses in the West Attic and roofing work to accommodate structural repair. Halim monitored the work activities and was involved with all meetings. He reviewed shop drawings before forwarding them to the Architect, negotiated change orders with six prime contractors, and reviewed the monthly requisition prior to DDC final approval.

New York City Department of Design and Construction (DDC), Schools Program, New York, NY, General Superintendent

Halim served as General Superintendent for the \$275 million schools renovation project which was completed under a fast-track and accelerated schedule to avoid interferences with the new school year. He was responsible for the contractor’s compliance with contract specifications and drawings and utilized his specialized experience in terra cotta replacement, exterior rehabilitation, copper work, and other specialties on the projects. Halim closely interfaced with client engineers, architects, and project managers. (Prior Experience)

ALEXIS MURRAY

Document Controls

Alexis Murray is an environmental inspector with experience using Geographic Information Systems (GIS) and engineering surveying programs. A recent graduate from Syracuse University in Environmental Engineering, Alexis offers familiarity with various environmental projects and is proficient in *AutoCAD, JavaScript, Mathcad, Microsoft Office Suite, Primavera, and Python.*

New York City Department of Design and Construction, Design-Build Program for the New York City Borough Based Jail System, Long Island City, NY, Environmental Inspector

Hill International Inc., in a joint venture (JV), was awarded a contract by the New York City (NYC) Department of Design and Construction (DDC) as the Program Manager for the development of four new correctional facilities and associated infrastructure. The new borough-based facilities will be located in Manhattan, Brooklyn, Queens, and the Bronx and will enable the closure of the Rikers Island Correctional Facility. The creation of these new, state-of-the-art, borough-based facilities will provide considerable upgrades to the NYC correctional system, NYC Department of Correction employees, and visiting families. Each new facility will integrate health, educational, and re-entry programs, as well as community space.

New York City Department of Parks and Recreation, Emerald Ash Borer (EAB) Treatment Citywide, New York, NY, Inspector

Hill is providing construction management services to the New York City Department of Parks and Recreation (Parks) for the treatment of emerald ash borer (EAB) host trees within the city and its parks. The EAB is an invasive species in North America. Left unchecked, this beetle can devastate ash tree populations. Parks' treatment project will protect healthy EAB host trees, maintain EAB host tree canopy cover, prolong benefits gained from EAB host tree survival, and reduce the number of EAB host trees that succumb to EAB infestation (thus reducing the number of associated removals). Work will include treating approximately 19,000 trees with insecticide, pruning nearly 2,000 treated trees, and any other incidental work, as directed by Parks. The work will take place from 2019 to 2020. Hill will provide one project manager and three resident engineers to carry out all inspections, technical support, and administrative services required for the treatment of the trees.

Education

Bachelor, Environmental Engineering, Syracuse University, 2017

Registrations

OSHA 30-Hour Construction Safety Training

MTA Construction and Development (C&D), Accessibility Upgrades at Eight Stations, New York, NY, Environmental Specialist/Inspector

Alexis is providing services in support of the Design-Build (DB) contract for accessibility upgrades and state of good repair work at eight stations on seven lines including the Staten Island Railway throughout the New York City area. Hill has a strong presence in New York City and has provided program and construction management services on a variety of major DB and rehabilitation projects for MTA C&D, as well as New York City Transit.

This DB project entails the installation of 18 new elevators; sidewalk extensions to accommodate elevator and customer access at underground stations including the Grand Street, 7th Avenue, and Metropolitan Avenue Stations in Brooklyn and the 149th Street Station in the Bronx; rearrangement or relocation of existing ancillary spaces to make way for the elevator machine rooms and hoistways; and upgrades to communications and closed-circuit television (CCTV) systems. Passageways will have to be modified to meet the Americans with Disabilities Act (ADA) and building code compliance and utility upgrades will be required in all stations.

AKRF/DEP Bioswales Project, Brooklyn, NY, Environmental Engineer

Alexis supervised construction site and geoprobe rigs, analyzed soil samples, and performed permeability tests. Based on soil findings, she made recommendations to cancel the site or progress to the next phase. Alexis maintained accurate field notes as well as compiled spreadsheets and graphs based on test findings. She also inputted bioswale sites and dimensions into AutoCAD. (Prior Experience)

Leslie's Pool and Supplies Los Angeles, CA, Sales Associate/Key Holder

Alexis was responsible for recommending treatments to balance alkaline levels, reduce phosphates, maintain conditioner and prevent algae growth for a viable and healthy aquatic experience. She was also responsible for recalibrating broken pumping and cleaning systems to ensure pollutant free pools. (Prior Experience)

Center for Environmental Systems Engineering (CESE), Department of Environmental and Civil Engineering, Syracuse, NY, Lab Technician

On behalf of the EPA, Alexis analyzed mercury bioaccumulation in Onondaga Lake marine life to determine the effects of the ongoing remediation on the surrounding environments.(Prior Experience)

JOSEPH L. ANSALDI

MEP Design Review

Joseph Ansaldi has more than 20 years of experience as a project manager, estimator, and landscape architect. His work includes designing landscapes, managing plant installations, reviewing site plans, and installing irrigation and drainage systems for golf courses, airports, government buildings, and state parks. Joe has provided project management services to a diverse variety of projects in New York City, with particular emphasis on mechanical contracting. He is skilled in *Microsoft, AutoCAD, VizTerra, Adobe Creative Suite, Quote Express, and Google SketchUp Pro.*

New York Parks Department of Parks and Recreation (DPR), State Street and Peter Minuit Plaza B, New York, NY, Resident Engineer

The \$18 million reconstruction and expansion of the existing Battery Park Playscape will have its existing playground removed to be replaced with new treehouses, play features, a water and sand play area, an architectural concrete wall spanning 500 linear feet, park lighting, sand dune climbing wall with a retention tank underneath, new theatre, irrigation, and drainage systems, exposed aggregate walkway, granite slides, and hexagon pavers and new boulders around the park. Joe was responsible for managing the demolition of project site. He followed DPR specs for installation of yodock barriers and fencing, worked with contractors to restore historical monuments, and reviewed and inspected the installation of rebar in preparation of concrete pours.

New York Parks Department of Parks and Recreation (DPR), High Bridge Park Adventure Playground Reconstruction, New York, NY, Resident Engineer

Phase 2 responds to community desires for more rest rooms, updated play and recreation facilities and more open space for ball play. The project scope includes the reconstructed Adventure Playground, a new comfort station, a new fitness area in the Sunken Playground, and a new synthetic turf practice field north of the Highbridge Recreation Center. Additionally, new lighting along the path from Sunken Playground to the Manhattan side of the High Bridge is part of Phase 2 work as it provides a safe and secure route between the reconstructed playgrounds and the newly-reopened High Bridge. Joe is performing construction oversight for North-end soccer field grading and drainage, installation of electrical conduits at soccer field main entrance, and restoration of south-east retaining wall. He witnessed and inspected the installation of boulders in an outdoor



Education

Bachelor, Landscape Architecture, SUNY College of Environmental Science and Forestry, Syracuse, 2010

Registrations

OSHA 30-Hour Construction Safety Training

Certificates

Certificate, Confined Space Entry, Hill University, 2020

Certificate, Focus Four Falls Fatality Prevention for Construction, Clicksafety.com, 2020

Certificate, C2 Fall Protection in Construction R2, Clicksafety.com, 2020

Certificate, Fall Protection & Prevention Certificate, clicksafety.com, 2020

Certificate, New York City SCA-201, 4 Hours Supported Scaffold User and Refresher for Construction, 2020

Professional Memberships

American Society of Landscape Architects

water park area and pavers in the south-east end of the park and reviewed field audits with general contractor and DPR auditor.

New York Parks Department of Parks and Recreation (DPR), Flushing Meadows Corona Park Henry Hudson Entrance Renovation, New York, NY, Resident Engineer

Joe assisted on the \$4 million renovation of Henry Hudson stair entrance way for Flushing Meadows Corona Park. Landscape Contractor transformed an existing stairway with an incorporated wheelchair ramp and marble retaining wall installation. His responsibilities included construction observation for stair and wheelchair ramp concrete pouring installation and monitoring installation of marble stone capping on ledges.

New York Parks Department of Parks and Recreation (DPR), Hugh Grant Circle and Virginia Park Reconstruction, New York, NY, Resident Engineer

Joe provided assistance on the restoration of Virginia Playground. He managed oversight of site grading and installation of concrete sidewalks, curbs, and drainage systems. The challenges included wet rainy conditions. However, the contractor was able to plan around poor weather conditions to have the daily tasks executed by protecting concrete.

New York Parks Department of Parks & Recreation, Gulick Playground Reconstruction, New York, NY, Construction Site Manager

Joe supported the reconstruction of Gulick Park where Hill was contracted to provide construction management services. His responsibilities included managing the oversight of both playground and tree planting installation.

New York Parks Department of Parks & Recreation, Playground One, New York, NY, Construction Site Manager

Joe assisted in the reconstruction of Playground One where Hill was contracted to provide construction management services. Transformation included a new multi-use running track and basketball courts, sidewalks widened to incorporate new planters and park seating, and up-to-date playground equipment with water fountains. His responsibility was to review site grading plans with field laborers to help ensure that grading reflected shop drawings; oversee installation of playground equipment; and review DPR audit books with Auditor.

MTA New York City Transit (NYCT), Clifton Track Staten Island Railroad (SIR) Mainline Track Rehabilitation, Staten Island, NY, Resident Engineer

Joe is providing construction oversight for this new three-story railcar shop, being delivered under a design-build contract. The 93,000 SF shop replaces a facility severely damaged during Superstorm Sandy. He worked with a team of resident engineers to provide quality assurance, testing procedures, inspection protocols, construction techniques, and timely completion of daily inspection activities. He was also involved in schedule testing and inspection of materials used on the project to ensure compliance with approved plans, specifications, and ordinances on behalf of NYCT. Joe puts together daily reports and field observation reports and communicates with the general contractor to help ensure that work is installed per specifications.

SHERIFF M. EL NAGGAR, CCM

Civil/Structural Design Review

Sheriff El Naggar is a construction engineer with more than 10 years of diversified international experience in civil engineering in both infrastructure and buildings fields. Sheriff is highly skilled in project management, scheduling, cost estimating, contract administration, risk management, cash-flow analysis, cost engineering, value engineering analysis, time impact/delay analysis, quality management, safety management, time management, design management, budget monitoring and control, change management, and resource management.

New York City Department of Design and Construction (NYC DDC), Design-Build Program for The New York City Borough Based Jail System, New York, NY, Cost Estimator

Sheriff is providing estimating for program and project management contract for NYCDDC's \$8.5 billion, design-build borough-based jails program. This project will allow New York City to close its main jail on Rikers Island and replace it with new jails in Manhattan, Brooklyn, Queens, and the Bronx. Sheriff's responsibilities consist of preparing detailed cost estimates by analyzing plans and specifications and performing quantity take-offs for select trades; developing and preparing conceptual estimates with using limited preliminary design documents/information; managing value engineering process; managing the contractors' RFP process; qualifying and leveling change orders/change request proposals according to project specifics; itemizing trade specific scopes and preparing bid packages; and preparing detailed critical path job schedules.

Amtrak, Gateway Program, Risk Management, NY and NJ, Project Manager

Sheriff is providing risk management support for the Gateway Program by evaluating the overall program's goals and objectives. He drafted the Gateway Program Risk Management Plan and Draft the Gateway Program Risk Management Procedures; identifies and prioritizes risks to build the risk register; reviews and evaluates each project's schedule within the project and its reflection on the whole program; calculates and builds-up the contingency for the identified risks items through cost estimating of the activity (labor, material and equipment unit costs) and the impact on the project/program budget; ranks the risks according to time impact and cost impact; tracks and maintains the Gateway Program Risk Register using qualitative and quantitative analysis according to relevant methodology including administering and evaluation; anticipates secondary and residual risks; monitors and tracks the risks (avoidance,

Education

Bachelor of Science, Civil Engineering - Structural Engineering, Ain Shams University, Egypt, 2011

Certificate, How to Be an Effective Expert Witness, SEAK, 2023

Diploma, Project Management, American University, Cairo, Egypt, 2012

Registrations

Certified Construction Manager

OSHA 30-Hour Construction Safety Training

Professional Memberships

Construction Management Association of America

American Society of Civil Engineers

Project Management Institute

Association for the Advancement of Cost Engineering

International Committee of Transportation Research Board Organization

Fellowship of Claims and Litigation Management Alliance

mitigation, transfer and acceptance); prepares and submits monthly updates for the Gateway Program Risk Register; conducts monthly meetings and provides supporting materials to facilitate in identifying program-wide risks; and conducts quarterly risk management workshops and provides supporting materials to facilitate mitigation of program-wide risks.

Amtrak, Gateway Program, Hudson Tunnel Project, NY and NJ, Project Manager

Sheriff works with Amtrak under Hill's program management support contract for Amtrak's Gateway Program, which will allow twice the current number of passenger trains to safely run under the Hudson River. For the \$11.72 billion Hudson Tunnel portion of the program, Sheriff prepares project documents for submission of funding applications to federal and state transportation agencies and prepares specification and procurement documents for the Amtrak's document management system. Other responsibilities include reviewing and validating cost estimates in accordance with FTA requirements and providing comments and recommendations within the time frame stipulated by Amtrak; reviewing and developing recommendations for soft costs and project insurance strategy; reviewing risk registers and participating in risk management activities and workshops; participating in the bi-weekly NEPA/PE coordination meetings; supporting preparation of funding applications to the USDOT and FTA and prepare or review supporting documentation for funding applications; updating and developing standards for the program as directed by Amtrak; preparing scheduling specifications and reviewing and developing time schedules for the program and its component projects to a consistent level of detail commensurate with stage of project development; preparing, maintaining, and monitoring a master schedule for the program as directed by Amtrak; reviewing deliverables prepared by Amtrak consultants and providing written comments; preparing or maintaining cash flow requirements for the program and its component projects; working with Amtrak to prepare a financial plan for the program and its component projects; reviewing monthly progress reports prepared by Amtrak consultants and providing written comments no later than three business days; supporting Amtrak in railroad operation planning; recommending contract packaging strategy and developing procurement documents as requested; arranging value engineering sessions; participating in constructability review session; engaging subconsultants or experts as requested by Amtrak; and assisting Amtrak and NJ Transit regarding the FTA Risk Assessment process and cost estimate review and evaluation for the Portal North Bridge Project and the Hudson Tunnel Project.

Amtrak, Gateway Program, Penn Station Expansion Project, NY and NJ, Project Engineer

Sheriff works with Amtrak under Hill's program management support contract for Amtrak's Gateway Program, which will allow twice the current number of passenger trains to safely run under the Hudson River. For the \$13 billion expansion of Penn Station, Sheriff assists with the development of RFPs for the bidding of design; reviews and validates technical proposals from proposers and provides feedback to the Amtrak technical team; reviews and validates cost estimates and provides comments and recommendations within the time frame stipulated by Amtrak; participates in project meetings; engages subconsultants or experts as requested by Amtrak; provides support to Amtrak regarding interviewing the proposers; and helps assure that proposed technical and commercial proposers are in compliance with Amtrak guidelines in RFPs.

ZACHARY BLACKWOOD, PE, CCM, PMP, CPE

Lead Estimator

Zachary Blackwood has more than 20 years of experience providing engineering services in the construction industry. Zac is knowledgeable in all stages of the construction process and confirms projects are completed on-time and within budget. He has experience in a variety of services, including cost estimating, structural analysis and design, commercial construction management and damage assessment. His assignments include multi-billion-dollar storm recovery programs, major environmental projects, and on-call support for Fortune 500 companies. Through this work, Zac is adept at coordinating with far flung teams and liaising with a variety of stakeholders, and understands how to provide quality estimating support and team management regardless of the complexity of the assignment.

Governor's Office of Storm Recovery (GOSR), NY Rising Community Reconstruction (NYRCR) Program, Various Locations, NY, Project Manager/Team Lead/Estimator

Zac provided project management, construction management, technical expertise and estimating for the recovery and rebuilding efforts in New York State in the wake of Hurricane Irene, Tropical Storm Lee, and Superstorm Sandy across New York State. In these roles, Zac performed project feasibility and eligibility reviews for residential elevation construction projects, managed design professionals, reviewed construction documents, and expedited permit approval process with local municipalities' building departments. In addition, he performed financial evaluations, cost estimating, and budget creation for elevation construction projects; prepared bid documents for procurement and contract award process; and managed a team of construction design analysts and estimators. He also performed QA/QC and handoff of team's weekly cost estimates for final acceptance by GOSR, estimated repair and elevation costs of damaged homes, and created detailed reports used to award grant money to applicants of the NY Rising program. Other duties encompassed reviewing existing estimates to find missing scope of work items and revising the estimates as necessary and performing full audit of existing applicant files to determine program eligibility and compliance.

New Jersey Division of Property Management and Construction (DPMC), Rebuild by Design (RBD) and Other NJ DEP Flood Mitigation and Environmental Infrastructure Projects, NJ, Senior Estimator

Hill is providing project and construction management services to New Jersey Department of Environmental Protection (DEP) under a contract with DPMC for flood mitigation and environmental infrastructure projects.



Education

Bachelor of Science,
Maritime Systems
Engineering, Texas A&M
University, Galveston,
Texas, 2000

Registrations

Certified Professional
Estimator

OSHA 30-Hour
Construction Safety
Training VoicAuth

Professional Engineer,
Connecticut

Professional
Engineer, Texas

Professional Memberships

American Society of
Civil Engineers (ASCE)

National Society
of Professional
Engineers (NSPE)

For these RBD projects, Zac is creating and reviewing conceptual and detailed cost estimates, reviewing design drawings and specifications throughout the full design phase, performing design development constructability, value analysis, and engineering reviews, providing construction schedule development and review, and conducting risk analysis and evaluation. Projects include:

- **RBD Hudson River** – \$300 million project for a resilient concrete seawall and underground storm sewer system in the streets of Hoboken and Weehawken to protect the neighborhood from flooding and avoid a repeat of Hurricane Sandy damage.
- **RBD Meadowlands** – \$150 million project for two pump stations, a sewer main, enlarge and improve the flow in the East River. Design and build a new waterfront park and improve other existing parks throughout Meadowlands featuring various flood reduction and resiliency measures.

MTA New York City Transit (NYCT), Clifton Car Repair Shop, Staten Island, NY, Lead Estimator

Zac served as Senior Estimator for this task order contract with NYCT to demolish the existing buildings, build a new rail car repair facility, and provide related landscaping under a design-build delivery valued at \$173 million. Leading a team of estimators, he is creating and reviewing detailed estimates, managing the team working on AWOs (change orders), reviewing completed AWOs, and participating in AWO negotiations with contractors and NYCT.

Dormitory Authority of the State of New York (DASNY), Queensborough Community College (QCC), Performing Arts Center Renovation, Queens, NY, Estimator

Zac provided estimating services to QCC for the \$11.8 million interior renovation of the existing Performing Arts Center. The project program includes replacement of all interior finishes, lighting and sound systems, reconstruction of the entry lobby and box office areas, asbestos abatement of select materials, and renovation of select areas to meet current ADA access requirements.

New York City Department of Design and Construction (NYC DDC), Design-Build Program for The New York City Borough Based Jail System, New York, NY, Senior Estimator

Zac provided estimating support for program and project management contract for NYCDDC's \$8.5 billion, design-build borough-based jails program. This project will allow New York City to close its main jail on Rikers Island and replace it with new jails in Manhattan, Brooklyn, Queens, and the Bronx. Additional projects include constructing a new parking garage in Queens, relocation of major underground utilities, and demolition of existing facilities on planned project sites. Leading a team of estimators, Zac's main duty as part of the Program Controls team was creating and reviewing detailed conceptual estimates for all projects, and continuously updating those estimates based on updated program requirements and performance specifications. His duties also included program and project risk analysis and evaluation.

New York City Department of Design and Construction (NYC DDC), Brooklyn Supreme Court Fire Alarm and Fire Suppression Upgrade, Brooklyn, NY, Senior Estimator

Zac provided estimating services for the 11-story, 700,000 SF Brooklyn Supreme Court. Work includes replacing the obsolete and non-code compliant fire alarm system with a new fire alarm and suppression system in compliance with current building, electrical and fire protection codes mandated by Local Law 26. He created and reviewed detailed cost estimates.

MARK P. MCDOWELL, AIA, PSP, CCP

Scheduler

Mark P. McDowell has 34 years of construction and engineering experience. Mark is an industry expert in planning, scheduling and project development, and has managed a wealth of multi-million-dollar capital projects. He understands the organization and direction involved with construction activities from inception to completion, and has organic experience leading design and construction for his own projects, including. Mark's project experience comprises multi-family housing; theme park attraction development; and restaurant, retail and public works construction, including heavy civil works on the Los Angeles Metropolitan Transit Authority's Redline Project. He incorporates a hands-on approach to all phases of project development with a focus on optimal time management and coordination of resources. In addition, Mark is proficient in software programs related to construction management and claims, comprising *Expedition, Pertmaster, Suretrak, P3, RiskAMP, and Concordance*.

Town of Brookline, Brookline High School, Brookline, MA, Schedule Analyst

Hill is providing owner's representative services for this major high school addition and renovation. The project includes a new building, a building addition, and a renovation of the existing main building. The new building will be constructed over the MBTA Green Line at Brookline Hills Station. This project re-supported all existing MBTA cable/fiber/communication cables, DC feeders and misc. overhead cable infrastructure that were to remain onto three new structural steel crossing supports (portals) at a lowered elevation. This included a 96 pairs of fiber optic cable that extends to Kenmore Square and on to One Summer Street. As part of the reciprocal easement, the Town agreed that the project would improve part of MBTA's infrastructure, which then provided the clearance needed for constructing the Town's new High School air rights building above and adjacent to the Green Line. Once complete, the project will deliver educational and support facilities designed to enhance the learning experience, increase safety, and meet the latest codes and standards to accommodate Brookline's overcrowded and increasing enrollment. Funded completely by the Town, budget and schedule are key drivers of the work, as are the Town's newly adopted sustainability goals. Mark is presently providing construction schedule review services on behalf of Brookline High School for four major addition and renovation projects. Baseline schedule analysis and monthly schedule updates are ongoing with an anticipated completion date in January 2022.



Education

Masters, Construction Management,
University of Southern California, 2001

Bachelor of Architecture,
Syracuse University,
New York, 1997

Registrations

Certified Cost Professional

Registered Architect,
Connecticut

Planning and Scheduling Professional

Professional Memberships

National Council of Architectural Registration Boards

Construction Management Association of America

Boston Society of Architects

Association for the Advancement of Cost Engineering International

American Institute of Architects

Port Authority of New York and New Jersey (PANYNJ), World Trade Center (WTC) Reconstruction, New York, NY, Scheduler and Risk Analyst

Mark provided PANYNJ scheduling and risk services for this complex and highly visible capital program. A portion of this project was the World Trade Center Transportation Hub, including a multi-modal transportation center and central plant linkages to four high-rise towers. Mark supported the \$4.4 billion Hub portion of the World Trade Center project. This effort improved the quality of assessments and certainty forecasts as well as coordinate independent and shared interim milestones between the multiple stakeholders.

MSC Cruises S.A., Ocean Cay Development, Bahamas, Risk Manager

Mark provided an integrated cost and schedule risk assessment for the remote Ocean Cay Development Project in the Bahamas to identify all threats and opportunities associated with the planned project. Preliminary risk mitigation efforts were developed as part of this original assessment. The assessment will be updated quarterly. (10/16–Present)

Oneida Nation, Turning Stone Resort and Casino, Verona, NY, Managing Consultant

Mark provided claims consulting services on this \$120 million casino expansion project in upstate New York. Mark assessed the contractor's claimed damages and determined additional costs expended by the Nation during expansion of the existing casino which included a 21-story tower hotel, event center, and winter garden feature.

Foxwoods Resort Casino, Essex, CT, Owner's Representative

Mark performed a variety of responsibilities on this \$197 million capital project program, including overseeing quality of product, schedule, cost control, punch list preparation and construction. Mark performed a variety of project management responsibilities. He was directly responsible for \$21 million worth of projects for the fiscal year as well as performing master schedule activities for all 189 separate capital improvement projects. His project management responsibilities also included estimating, scheduling, project administration and construction management.

University of Massachusetts Building Authority, University of Massachusetts Amherst, Integrated Design Building, Amherst, MA, Scheduler

Mark provided scheduling services to the University of Massachusetts Building Authority for the Integrated Design Building (IDB) at the University of Massachusetts Amherst. The Integrated Design Building is a new 82,000 SF academic building to house both the Landscape Architect and Regional Planning program and the Architect + Design and Building Construction Technology programs. The team managed the designer selection process, project schedule development and program budget.

Foxwoods Lake of Isles Resort, Clubhouse, New London County, CT, Estimator

Mark provided change order reviews related to construction of a \$17 million 50,000 SF clubhouse. The clubhouse supports one private 18-hole course and one 18-hole public resort course. The change order stemmed from operational program changes issued by the owner during construction. Mark's team negotiated more reasonable pricing for the improvements.

MICHAEL THEODORE DUNN

Site Logistics

Michael (Ted) Dunn has more than 40 years of experience providing project management for transportation, education, museum, residential, and correctional clients in the State of New York. On his assignments, Michael's responsibilities include working with city and state agencies as well as with general contractors, subcontractors, architects, engineers, and clients. He specializes in work involving estimating, scheduling, pre-construction, construction, commissioning, and closeout.

Metropolitan Transportation Authority (MTA) Construction and Development, New Jamaica Bus Depot, New York, NY, Project Manager

Hill is providing construction management services for the demolition of the current Jamaica Bus Depot and construction of a new LEED-certified facility in the Borough of Queens. The existing depot will remain in operation until the new bus depot is constructed and fully operational. The new facility will be designed to give the utmost importance to operational efficiency and will transition to 100% electric buses three years into its life cycle. Michael provides project management leadership for the demolition of the six MTA acquired properties and an existing storage building; construction of a temporary bus parking lot, new three-story administration building, new bus parking lot, and electric charging systems; and installation of new utilities (electrical, storm/sanitary drainage, oil/water separators, generators), HVAC systems, wet sprinkler system, and new communications room and systems.

New York City Transit (NYCT), Clifton Car Repair Shop, Staten Island, NY, Senior Project Manager

Michael is managing the design-build delivery of the new 86,000 SF rail car repair shop to support Staten Island Railway. The three-story shop will replace the current facility, which was severely damaged during Superstorm Sandy. Hill is providing project and construction management services to New York City Transit (NYCT) for the demolition and design-build delivery of the new Clifton Car Repair Shop in Staten Island. The scope of work includes the demolition of existing buildings, constructing a new facility, and providing site improvements on the 3.5 acre yard, while maintaining operations. The new four-story, 93,000 SF railcar repair shop will also house the headquarters and systemwide supply logistics for the Staten Island Railway (SIR). Hill is managing the overall project and providing construction administration and daily oversight during the demolition and construction phases.

Education

Bachelor of Engineering,
Civil Engineering, Newark
College of Engineering,
New Jersey Institute
of Tech., 1976

New York City Housing Department (NYCHA), Harlem River Houses Major Renovation, Harlem, NY, Project Manager

Ted provided project management for the \$25 million renovation of 570 departments. The project consisted of major interior and exterior renovations to seven landmark buildings constructed in 1937. The work included repairing damages from major water intrusion incidents through the exterior of the building, renovations of 45 heavily water-damaged apartments (some vacant for 20 years) and 70 water-damaged occupied apartments. Exterior work included the demolition (under asbestos abatement) and complete replacement of 7,600 LF of brick parapet, replacement of 105,000 SF of built-up roofing with sprayed foam roofing, rehabilitation of brickwork on the facades of all buildings and restoration of the structural integrity of concrete spandrel beams. Work for interiors of vacant units included the gut demolition, asbestos abatement, structural repairs, mold remediation, lead abatement and reconstruction of water-damaged plaster walls and ceilings. Finishes included painting, doors and hardware; flooring; kitchen cabinets and appliances; and the restoration of plumbing and new electrical and fire/CO2 detection to bring the apartments up to code and back to appropriate rent standards. Interior work for the rehabilitation of occupied units included replacing all water-damaged electrical items and repairing all damaged finishes. Ted's responsibilities included managing personnel, directing the NYCHA contractor and coordinating housing development. Safety, quality, change order preparation and negotiation, RFIs and schedule review and acceptance were also his primary responsibilities. Harlem River Houses was awarded Project of the Year for the \$20 million to \$60 million category by the CMAA/NY. (Prior Experience)

New York City Department of Design and Construction (NYCDDC), Queens Museum of Art Expansion, Flushing, NY, Project Manager

Ted provided project management for the renovation and conversion of a former ice skating rink into a world class art museum with the renowned architect Nicholas Grimshaw and Partners, London. The area of the expansion was 60,000 SF. The building is the former location of the 1939 and 1964 World's Fair, New York. In addition, Ted worked on the City Pavilion in Flushing Meadow's Corona Park. In addition to the expansion, the entire HVAC temperature control, Building Management System (BMS) and Fire Alarm for the expansion and existing museum was replaced. Ted directed the work of URS staff and coordinated with contractors. The museum remained occupied and open during the entire expansion and upgrade. (Prior Experience)

New York City Department of Design and Construction (NYCDDC), Fire Department of New York (FDNY) Communications Office, Brooklyn, NY, Project Manager

Ted provided project management for the construction of Phase 1 for this mission-critical FDNY call center in Brooklyn. Work included relocation of dispatch floor, upgrades and improvements, including AC, UPS and electrical systems as well the relocation of radio, antenna, communications and other technology systems to a central area in the building. The first phase involved the relocation of all dispatchers to MetroTech Center and the conversion of the building and systems to a communications hub. Ted directed and controlled all activities in the field with URS sub-contractors; interfaced with FDNY Dispatchers; and planned, scheduled and directed all work activities. He negotiated all change orders; administered project documentation; and coordinated all RFIs, bulletins and A/E directives with the Architect. The assignment also included preconstruction responsibilities for the second phase with DDC and the A/E. (Prior Experience)

JASON NOZIL

Estimating

Jason Nozil has more than 19 years of experience in the construction industry. He specializes in construction management, estimating, inspection, management consulting, and quality assurance and control (QA/QC). As Construction Manager, Jason oversees the assigned project and makes recommendations, as required, to make certain the project budget is not exceeded and the implementation schedule is achieved. Throughout the duration of construction and commissioning, he is responsible for effectively implementing the project's safety and construction programs while verifying installed work is compliant with approved design and quality standards. He provides comprehensive commercial and residential real estate inspections, property assessments, staff training, and management oversight for projects and facilities throughout the New York metropolitan region. His specialized computer software skills include Microsoft Office and Animal.

MTA New York City Transit (NYCT), ADA Elevator Upgrades at 8 Stations, New York, NY, Inspector

For this Design-Build project, Jason performs inspection for this project entailing the installation of 18 new elevators; utility upgrades in all stations; sidewalk extensions to accommodate elevator and customer access at underground stations; rearrangement or relocation to some existing ancillary spaces to make way for the elevator machine rooms and hoistways; upgrades to communications and closed-circuit television (CCTV) systems; and passageways modifications to meet ADA and building code compliance.

MTA New York City Transit (NYCT), SIR Mainline Track Rehabilitation, Staten Island, NY, Construction Manager

Jason was responsible for opening and closing General Orders for weekend train service shutdowns, as part of Hill's construction management services for the replacement of approximately 4.3 miles of mainline track along the Staten Island Railway (SIR), and the reconfiguration of tracks and new switches at the Clifton Yard to support the new Clifton Shop. Work in the Clifton Yard includes installation of tracks and switches for Tracks 1 through 4 that lead into the Clifton Shop. Work also includes removing existing Tracks 5 through 7 that lead to the existing shop and installation of new ballast, filter fabric, tracks, hardwood cross ties, switches, contact rails, and concrete electrical ducts. Jason performed safety, quality, supervision, and inspection for ballast, crossties, and track demolition. He provided quality inspection for new installation of ballast, filter fabric cross ties, third rail installation, and running track



Education

Master of Business Administration, Business Management, King Graduate School/ Monroe College, Bronx, New York, 2008

Bachelor, Business Administration, Monroe College, New Rochelle, New York, 2004

Awards/Honors

Westchester Business Council Rising Stars

installation. He also performed final safety, quality, and inspection for all newly installed work and coordinated all final inspections with the NYCT SIR Third rail and Track and Signal departments. He was responsible for re-energizing the work zone and coordinating the test train upon completion of tests to turn work zone back over to NYCT for weekly service, as well as closing the general order so train service resumes.

Governor's Office of Storm Recovery (GOSR) Disaster Recovery CM Support Services, Long Island, NY, Construction Manager

Jason coordinated construction objectives and milestones; managed contractors, and monitored construction progress for demolition, reconstruction, and elevation projects. He assigned and monitored various field inspections as needed for contractor progress; generated field reports for observation and actions reported; managed construction durations and scheduling; and identified contract delays. He coordinated the schedules and efforts of multiple utility service providers and contractors to execute multiple projects; and created and submitted weekly contractor progress reports to program management; he provided contractor and real time specification review; and attended site visits to confirm specifications with contractors and inspectors for project compliance. He forecasted projection of construction deliverables for management and reviewed change orders (SJO). He detailed scope review for final project inspections; and established various relationships with respective municipalities and entities related to project permitting and development.

New York Housing Authority Roof Restoration and Mastery Flushing Queens, NY, Project Superintendent

Jason assisted the Project Manager with project schedules, permit filings, logistics, communications with clients and subcontractors and manpower requests. He was responsible for preparing, tracking and distributing RFI's and submittals; drawing review and logging construction documents; subcontractor coordination and work schedules; and tracking change order requests and updating project cost controls. Jason also created and processed Requests for Information (RFIs). (Prior Experience)

Governor's Office of Storm Recovery (GOSR), Community Development Block Grant-Disaster Recovery Construction Management Mineola, NY, Document Control Specialist/Construction Coordinator

Jason coordinated and conducted home visits for scope of work, property inspection and pending repair work. He worked directly with Nassau County on construction permit and certificate issues based on client and project specifications. Jason also performed a daily assessments for principal and client customer documentations, maintained records of client and principal for ongoing construction projects and required documents, scheduled and conducted home visits and oversaw use of Job Hazard Analysis forms and OSHA practices by contractors. (Prior Experience)

New York City/Westchester County Property Inspections, New Rochelle, NY, Inspector/Owner

Jason inspected commercial and residential properties, consulted individuals and businesses on healthy operating and living, travelled to projects abroad to assess properties and project progress for clients and trained and managed hired per diem staff. He also conducted in depth cellar to roof residential and commercial inspections and provided daily safety and wellness information to clients. (Prior Experience)

RYAN CAPOZZI | WPA

Architectural Design Review

Ryan Capozzi is a Superintendent and Project Manager with over 25 years of experience with design-build, ground-up, new construction, renovation, and modernization projects. He has a history of working with government agencies and therefore, he is familiar with Agency procedures and protocols. He has worked with SCA, DDC, Hudson River Park Trust (HRPT), Battery Park City Authority (BPCA), and New York City Department of Parks and Recreation. His projects include laboratories, healthcare, governmental, residential, commercial, industrial, schools, athletic fields, botanical gardens, fountains, piers, and museums. Software proficiencies include *Microsoft Office Suite, Microsoft Project, and AutoCAD*

New York City Department of Parks and Recreation and Battery Park City Authority (BPCA), Spiral Fountain, Battery Park City, New York, NY, Project Manager

Constructed a spiral fountain within the Bosque Gardens approximately 60'-0" in diameter. Work included heavy plumbing and stone fabrication. Tasked with shop drawing creation and trade integration. Responsibilities included reviewing construction documents, soliciting bids for all trades, drafting subcontracts, conducting meetings, recording, and distributing meeting minutes, procuring materials, coordinating all aspects of subcontractors work for parks and landscape projects. Created and implemented site safety plans and provided site supervision.

Brooklyn Botanic Garden, Eastern Parkway Entrance & Related Areas, Brooklyn, NY, Project Manager

Erected two new cast in place concrete structures along the Eastern Parkway entrance along with other various restoration projects throughout the garden for the BBG and Department of Design and Construction. Responsibilities included reviewing construction documents, soliciting bids for all trades, drafting subcontracts, conducting meetings, recording, and distributing meeting minutes, procuring materials, coordinating all aspects of subcontractors work for parks and landscape projects. Created and implemented site safety plans and provided site supervision.

George Washington High School, Synthetic Athletic Fields, New York, NY, Project Manager

Provided site supervision on a 90K SF installation of a new athletic field for public school project. Responsibilities included reviewing construction documents, soliciting bids for all trades, drafting subcontracts, conducting meetings, recording, and distributing meeting minutes, procuring materials, coordinating all aspects of subcontractors work for parks and

Education

Bachelor's in Architecture,
New York Institute
of Technology, Old
Westbury, NY

Registration

NYFD Construction Fire
Site Safety Manager

Certifications

OSHA 30-Hour
Construction
Safety & Health

OSHA 40-Hour
HAZWOPER Training

NYC DOB 4-Hour
Supported Scaffold User

landscape projects. Created and implemented site safety plans and provided site supervision.

Bosque Gardens, Battery Park City, New York, NY, Project Manager

Assisted chief project manager in constructing a park along the waterfront in Battery Park City. Responsibilities included reviewing construction documents, soliciting bids for all trades, drafting subcontracts, conducting meetings, recording, and distributing meeting minutes, procuring materials, coordinating all aspects of subcontractors work for parks and landscape projects. Created and implemented site safety plans and provided site supervision.

Hudson River Park Trust (HRPT), Pier 25/26, New York, NY, Project Manager/Project Superintendent

Three new buildings, two up land and one on the pier. Responsible for all design and construction phases. Solicit bids via RFP and sole source procurement mechanisms, award contracts in conjunction with internal legal and financial guidelines. Track change orders through all phases, from mobilization through project closeout. Schedule material deliveries and onsite presence of skilled trades workers to maximize labor productivity.

Hudson River Park Trust (HRPT), Pier 76, NYPD Mounted Unit, New York, NY, Project Manager

The 25,000 SF mayoral-mandated, high-profile renovation of the south wing of the pier providing space for NYPD Parking Enforcement District (PED) Troop B and the Mounted Unit Headquarters. In charge of daily on-site construction oversight including offices, locker rooms, toilets, storage, horse stalls, hay loft and exercise ring. All components, except the exercise ring, were within the existing pier building envelope; the ring is a tensile structure in the yard adjacent and attached to the building. The associated space for PED includes replacing storage, office, and locker space. The mounted unit project also includes improvements to parking area to accommodate 40 cars.

DDC, Weeksville Heritage Museum Renovation, Brooklyn, NY, Project Manager

Restoration of a block of houses restored to different time periods circa 1840s, 1870s, and 1930s and new construction of a 19,000 SF performance and educational program space, including a café and library. Solicit bids from subcontractors and suppliers via RFP and Sole Source procurement mechanisms, award contracts in conjunction with internal legal and financial guidelines. Track change orders, potential and actual, through all phases, from mobilization through project closeout. Schedule material deliveries and onsite presence of skilled trades workers to maximize labor productivity.

Old Boys High School, Synthetic Turf Field, Brooklyn, NY (\$5M), Project Manager

Provided project management for a new \$5 million, 95K SF athletic field project designed to accommodate a wide range of athletic activities. Responsibilities included reviewing construction documents, soliciting bids for all trades, drafting subcontracts, conducting meetings, recording, and distributing meeting minutes, procuring materials, coordinating all aspects of subcontractors work for parks and landscape projects. Created and implemented site safety plans and provided site supervision.

Hudson River Park Trust (HRPT), Pier 26, Boathouse, New York, NY, Superintendent

Oversee the project laying the foundation work for the boathouse.

KERELLOS SEDHOM

MEP Design Review

Kerellos Sedhom is a Mechanical Field Engineer and Inspector with 11 years of experience overseeing scope, materials, contractual agreements, site surveys, and drawings in order to resolve technical issues and ensure quality execution and delivery of major projects with capital over \$4 billion. He is a detail-oriented professional who takes pride in precision work and strategic planner, implements solutions to increase process efficiencies, streamlines workflow, improves communications, reduces costs, and maximizes productivity and performance in compliance with regulatory requirements.

New York Aquarium, Brooklyn, NY, Mechanical Field Engineer/ Inspector

Kerellos inspected mechanical, sprinkler system, and energy code compliance; TR1 and TR8, fire stop, and fire resistance. He read and interpreted materials, such as work orders, inspection manuals, and blueprints, to determine inspection and test procedures. Also, he examined instrumentation, valves, and fittings for defects, such as cracks, corrosion, and leaks; investigated code compliance complaints; and resolved or referred complaints to appropriate staff. Kerellos inspected materials, products, and work-in-progress for conformance to specifications. He discussed disapproved items with architects, engineers, contractors and/or owner builders to obtain plan changes necessary for approval. He performed daily field inspections, prepared reports, and maintained records.

Dormitory Authority of the State of New York (DASNY), Bronx Center for Science and Math, Bronx, NY, Mechanical Field Engineer/ Inspector

Kerellos inspected mechanical, sprinkler system, and energy code compliance; TR1 and TR8, fire stop, and fire resistance. He read and interpreted materials, such as work orders, inspection manuals, and blueprints, to determine inspection and test procedures. Also, he examined instrumentation, valves, and fittings for defects, such as cracks, corrosion, and leaks; investigated code compliance complaints; and resolved or referred complaints to appropriate staff. Kerellos inspected materials, products, and work-in-progress for conformance to specifications. He discussed disapproved items with architects, engineers, contractors and/or owner builders to obtain plan changes necessary for approval. He performed daily field inspections, prepared reports, and maintained records.

Education

Bachelor of Engineering in
Mechatronic Engineering

Alexandria Higher
Institute of Engineering
& Technology,
Alexandria, Egypt 2008

Certifications

Pipes Maintenance and
Installation Certification

International Mechanical
Code (ICC 2018)
Certification

PMP Exam Prep
Course (35 Hours)

Control Welding Course,
Visual Inspection-UT-RT

SWAC Card

OSHA 30-Hour

OSHA 10-Hour

Overall Car Maintenance/
Mechanical & Electrical
Engine Maintenance

New York City School Construction Authority (SCA), Various Schools, Bronx and Queens, NY, Mechanical Field Engineer/Inspector

Kerellos inspected mechanical, sprinkler system, and energy code compliance; TR1 and TR8, fire stop, and fire resistance. He read and interpreted materials, such as work orders, inspection manuals, and blueprints, to determine inspection and test procedures. Also, he examined instrumentation, valves, and fittings for defects, such as cracks, corrosion, and leaks; investigated code compliance complaints; and resolved or referred complaints to appropriate staff. Kerellos inspected materials, products, and work-in-progress for conformance to specifications. He discussed disapproved items with architects, engineers, contractors and/or owner builders to obtain plan changes necessary for approval. He performed daily field inspections, prepared reports, and maintained records.

COVID Testing Labs, Multiple Locations in NYC Boroughs, NY, Mechanical Field Engineer/Inspector

Kerellos performed QA/QC for mechanical, sprinkler system, and energy code compliance; TR1 & TR8, fire stop, and fire resistance. He read and interpreted materials, such as work orders, inspection manuals, and blueprints, to determine inspection and test procedures. Also, he examined instrumentation, valves, and fittings for defects, such as cracks, corrosion, and leaks; investigated code compliance complaints; and resolved or referred complaints to appropriate staff. Kerellos inspected materials, products, and work-in-progress for conformance to specifications. He discussed disapproved items with architects, engineers, contractors and/or owner builders to obtain plan changes necessary for approval. He performed daily field inspections, prepared reports, and maintained records.

World Trade Center, New York, NY, Mechanical Field Inspector

Kerellos visited sites to perform inspections and read and interpreted materials, such as work orders, inspection manuals, and blueprints, to determine inspection and test procedures. Also, he examined instrumentation, valves, and fittings for defects, such as cracks, corrosion, and leaks; investigated code compliance complaints; and resolved or referred complaints to appropriate staff. Kerellos inspected materials, products, and work-in-progress for conformance to specifications. He discussed disapproved items with architects, engineers, contractors and/or owner builders to obtain plan changes necessary for approval. He performed daily field inspections, prepared reports, and maintained records.

DDC, Jacob Javits Center, New York, NY. Mechanical Field Engineer/Inspector

Kerellos performed inspections for mechanical, sprinkler system, and energy code compliance. He read and interpreted materials, such as work orders, inspection manuals, and blueprints, to determine inspection and test procedures. Also, he examined instrumentation, valves, and fittings for defects, such as cracks, corrosion, and leaks; investigated code compliance complaints; and resolved or referred complaints to appropriate staff. Kerellos inspected materials, products, and work-in-progress for conformance to specifications. He discussed disapproved items with architects, engineers, contractors and/or owner builders to obtain plan changes necessary for approval. He performed daily field inspections, prepared reports, and maintained records. .

SERVICE PLAN



TEAM COMMUNICATION AND COORDINATION

A key component to a successful project is communication. Our team will establish on-site communication procedures and policies during preconstruction. These procedures will provide uniform methods, documentation coordination, and become the detailed governing guidelines for each aspect of construction. Meetings will be held to address the required project administrative proceedings, including coordination with surrounding activities and site logistics, payments, change orders, RFIs, clarifications, cost control, schedule control, and project closeout. Hill will approach coordination and integration of this project and the contractor in the same successful manner that we have on other projects. Our management tools can help shorten the planning process and will be tailored to target the specific needs of your facility replacement.

A project roster will be developed that will identify key individuals from Hill, the Village of Scarsdale, the contractor, and all additional stakeholders. The project roster will be reissued periodically as personnel are added and contractors are brought on board. A management chart in matrix format will be prepared for the project manual. It will graphically explain the relationship of all members of the project team to each other and the various tasks.

Establishing proper lines of communication removes uncertainty for project personnel and directs them to the right point of contact. This approach reduces disruptions for everyone and helps resolve small issues in the field without wasting time and money on tasks for which the Hill team can provide direction. Our team will maintain project records that will consist of complete files including correspondence, payment requisitions, change orders, schedules, and reports.

PROJECT MEETINGS

The Hill Team will conduct project meetings with the Village of Scarsdale, the construction contractor, and all additional stakeholders to provide clear lines of communication and compliance with the schedule, budget, plans, specifications, and security measures. During these meetings, the work program, budget compliance, and any problems will be reviewed. After the meetings, draft minutes will be distributed to all in attendance for comments and corrections. The minutes will serve as an official record of the project. Our team will also assist in the resolution of any technical construction issues. In addition to generating a record of the project's progress, these meetings serve as a forum for project participants and help to streamline internal and external communication.

It has been our experience that giving people the opportunity to air problems often eliminates them.

UNDERSTANDING OF PROJECT

Hill understands the Village of Scarsdale (the Village) intends to replace their existing municipal aquatics facility with a new modern, sustainable pool complex. The existing outdoor pool facility, which was built in 1968, has been an asset to the Scarsdale Community for over 50 years. Due to weather deterioration, structural repairs, failing equipment, and updated regulations/code compliance from the County, the existing facility has outlived its useful service life.

The Hill team is pleased to offer its services to the Village and will act in the best interest of the Scarsdale community, serving as the boots-on-the-ground Owner's Representative / Construction Management (OR/CM) consultant. The Hill team understands that, if selected, our role will be to solely represent the needs and interests of the Village through all stages of the project. Our expertise and creativity will allow us to monitor the project's adherence to schedule, cost, and quality while verifying the design and construction comply with all applicable County and State statutes, rules, and regulations.

Our team will focus on the needs of the Village. We will develop strategies to provide prudent and measurable solutions and assist the Village in achieving its goals to:

1. Keep its reputation as the premier community recreation asset helping to further strengthen Scarsdale's preeminence reputation in Westchester County as a superb place to live and raise children.
2. Continue to keep the Pool Enterprise Fund fiscally sound, capable of supporting, operating and projected capital expenses.
3. Construct a premier aquatics complex which will assist in attaining historic membership levels for the Village.

Hill acknowledges the Scope of Services as requested in the RFP.





MANAGEMENT APPROACH

PRECONSTRUCTION SERVICES

So that there is effective and consistent administration of all activities for the project, the Hill team will rapidly develop administrative policies that will be the framework for all project communications and administrative activities. The broad benefits of Owners Representative/Construction Management (OR/CM) Services are seen clearly in preconstruction activities. Preconstruction helps us provide more efficient construction later in the project, more time-and cost-efficient project delivery, reduced claims, and earlier occupancy.

Providing coordination and expertise in the conceptual planning stage	Supporting the development of a project budget and schedule	Implementing cost and schedule reporting systems	Reviewing design and construction documents for constructability	Assisting with bid and award of construction contracts
-----------------------------------------------------------------------	-------------------------------------------------------------	--------------------------------------------------	------------------------------------------------------------------	--------------------------------------------------------

During the Pre-Construction Phase the Hill Team will:

- Assist the designer in preparing an overview document
- Develop conceptual project budget
- Assist in the development of the conceptual schedule
- Develop management plan for communications and approvals

DESIGN DEVELOPMENT CONSULTATION

Our management approach promotes harmonious working relationships, control of costs, on-time performance, material management, design quality control, and an orderly progression of the work from conceptual ideas through project completion and final acceptance. Success is achieved through careful planning with the active participation and concurrence of all concerned parties and through establishing and implementing project controls. Open avenues of communication and a clearly defined organization will enable the team to work together to enhance the planning, design, and construction processes. We believe that proper planning is a prerequisite to managing a project. Our planning process begins with a review of the project goals and objectives.

PRELIMINARY CONCEPTUAL CONSTRUCTION BUDGET

Financial goals must be established at the beginning of the project and monitored throughout the project so corrective action can be applied to any deviation early enough to be meaningful. Just as with the schedule, this procedure must apply to preconstruction phase as well as the construction phase. Financial controls will be presented at the beginning of the Project in the form of an agreed-upon Conceptual Budget broken down into trade activities and organized into a comprehensive document. This documents will become the Financial Control document against which all project costs are compared. As the Design Documents are developed, complete estimates will be prepared and compared with The Control Budget to reconcile any deviations. Finally, the design of the project will reach a point where all the elements have been identified

The Control Budget Process:

1. Complete estimates will be prepared based on the final drawings and specifications
2. Estimates will be compared with the "Control Budget" and corrective action will be taken to reconcile any deviations
3. Design of the project will reach a point where all the elements have been identified and designed
4. A final estimate will be prepared and submit it for approval; upon acceptance this will become the "Approved Budget"

and designed. We will prepare a final estimate and submit it for approval, whereupon acceptance this will become the "Approved Budget". This document becomes the control against which all contract negotiations are measured. As prices are received from Contractors they will be tabulated and compared to the "Approved Budget" and submitted to The Village with our recommendations for award.

CONSTRUCTION PLANNING/DETAILED SCOPE REVIEW

The Hill Teams procurement procedures will be designed to obtain the greatest value for the lowest pricing. We will advise the Village on the awarding of individual bids. We will review drawings and specifications for the contracts to provide:

- Contractor coordination for all work performed.
- All requirements for the project have been assigned to the appropriate contract.
- Proper coordination has been provided for phased construction.

We will administer the addenda process and will provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations. In conjunction with the Village and others, we will conduct the pre-bid conference(s). These conferences will be a forum for the Village and our team to present requirements to the bidders, including prequalification requirements as appropriate, and will familiarize bidders with the particular bid documents, management techniques, and with any special systems, materials or methods. We will respond to contractor questions and monitor the bid process for responsiveness to all bidders.

Our team will open and evaluate all bids and prepare a formal report to the Village and Architect with regard to the potential award of a contract. We will include a copy of the proposed contract for each bidder recommended. If applicable, a summary of bids will classify all bids according to standard cost allowance categories. When a bid includes work in more than one cost category, the summary will assign an appropriate amount to each. We will certify in writing that the contracts contained in the submittal to the Village represents all the contracts required to perform the work in the plans and specifications for the project, and that no additional contracts are foreseen to complete the necessary work for such project.

PROJECT SCHEDULE

Hill will provide project schedules that integrate the design efforts with construction requirements. The schedule will reflect all regulatory interfaces and critical path interdependencies. We will schedule regular updates including construction activities and durations, processing of shop drawings and submittals and long lead procurement items.

We will confirm that the design and procurement phase activities are detailed appropriately to manage the packaging, advertising, selection and award of each contract and that there are no surprises. Each package will include vital actions that will be strictly monitored as early as possible in the design phase and expedited as necessary to help assure that the milestone dates are met. We will focus on elements of the project that are consistent with the risk assessment process and solid engineering practice. To this end, specific attention will be paid to items such as property acquisition, permitting,

subsurface investigations, utility identification, protection and relocation, potential early awards and other “driving” factors.

PROJECT COST ESTIMATING

As the project proceeds, we will submit to the Village our estimates of the anticipated cost to complete the project. Actual contract committed costs, projected costs and anticipated costs are compared to the “Approved Budget” so that the client will always be aware of the financial status of the project. Once the project’s objectives are identified and the goals set, Hill will prepare detailed trade by trade estimates. Facility systems will be extensively reviewed, evaluated and discussed during the design phase so that informed decisions can be made with the input of the entire project team. We understand the implications of these initial decisions in the project’s development, and recognize the importance of having total team concurrence on decisions which cannot be revisited. In all cases, we will look for opportunities to improve quality, expedite schedule and optimize costs. We will also look for ways to enhance both the phasing and occupancy schedules. A market analysis will be performed as part of the value engineering effort to identify any alternative systems, which satisfies the design intent by means of another material or system.

CONSTRUCTION PHASE SERVICES

To provide uniform and effective techniques, Hill will implement our proven construction management procedures, techniques and forms developed through our many years of experience with similar projects of this scope and size. Through our constant quest for methods that maximize the delivery of construction management services. Our proven procedures provide clear lines of communication and direction for all parties. We will implement procedures quickly and they will be consistent with the Villages’ requirements. They include project administration forms and will include specific direction and processes for schedule control, budget control, change order control, progress reporting, inspection and any other activities requiring procedures during the construction phase. Our procedures also include provisions for the orderly interaction with the Villages, design consultants, contractors and subcontractors, local officials and other consultants; proper documentation for quality assurance and inspection; RFI tracking; and efficient submittal tracking.

Budget Control: We will manage the project budget and monitor the contractor’s anticipated cost report verifying that all project-related costs are tracked in a timely and accurate manner and reported in regular updates.

Schedule Control: We will review the contractor’s project schedule and monthly updates to confirm that those activities comply with their respective milestone dates. When issues cause delays to develop in the field, Hill will work with the contractors to develop workaround solutions to re-sequence construction activities and mitigate the delays.

Managing Submittals and RFI’s: We will review all required submittals to verify that the terms comply with those required by the contract documents. It is expected that the construction contractor will generate technical questions during the course of the construction. Expedient review, coordination, and response to such questions are extremely important to the project cost and schedule control.

The Hill Team will establish with the contractor and Architect a project specific procedure for the preparation, handling, and processing of RFIs.

The procedure will allow for the use of the most expedient method of transmitting information, including e-mail, FTP site, to assure handling time is minimized. We will review all questions and assign the responsibility for response to the appropriate party and establish a responsive due date.

We will vet all RFIs prior to sending them to the Architect. We will work with the contractor to see if the solution can first be reached in the field prior to the RFI being sent to the Architect. If it can't be resolved our Team in cooperation with the contractor will assemble all the information the Architect needs and send it along with the RFI to the Architect so they can make the most expeditious evaluation and resolution. We will review responses received prior to transmittal to the construction contractor and assure that such responses are complete and accurate. Our Team will maintain a detailed RFI log indicating the RFI control number, subject, date received, responsible party, due date, and current status. We will take the lead action in coordinating the processing of RFIs and maintaining the log accurately. The status of RFIs will be an agenda item at each progress meeting. We are prepared to initiate every action to make the process workable and efficient.

Document Control: We will manage document control by maintaining a comprehensive document control system that allows us to

track correspondence, submittals, requests for information and change orders. We will establish complete and accurate project information as an effective foundation to guard against potential claims.

Project and Coordination Meetings: During the course of the project, the Hill Team will conduct biweekly project meetings with the Village, Architect, Engineers and contractors to assure compliance with the schedule, budget, plans and specifications. During these meetings, the work program, budget compliance, and problems will be reviewed. Following the meetings, draft minutes will be distributed to all in attendance for comments

Safety and Logistics : All activities must be planned in advance, including how areas will be accessed and when necessary construction of temporary structures are needed to separate work areas from public areas. Clear and concise signage is extremely important during construction in an occupied facility. It gives occupants clear direction for detours and it prevents unauthorized personnel from accidentally entering a construction area. In coordination with the Village and the contractor, a site safety plan will be developed that will maintain safe access to and through the facility. This includes the potential erecting of any construction fencing or temporary facilities.



City of Fontana, Fontana Park and Jessie Turner Community Center

PROJECT CLOSEOUT

ACCEPTANCE TESTING

Our team will monitor the acceptance testing carried out by the construction team to make sure there is a smooth transition from construction to occupancy and use of the newly constructed facilities. Before final recommendation to accept and closeout the project, and before final payment to the construction team, we will oversee the review of all acceptance testing reporting.

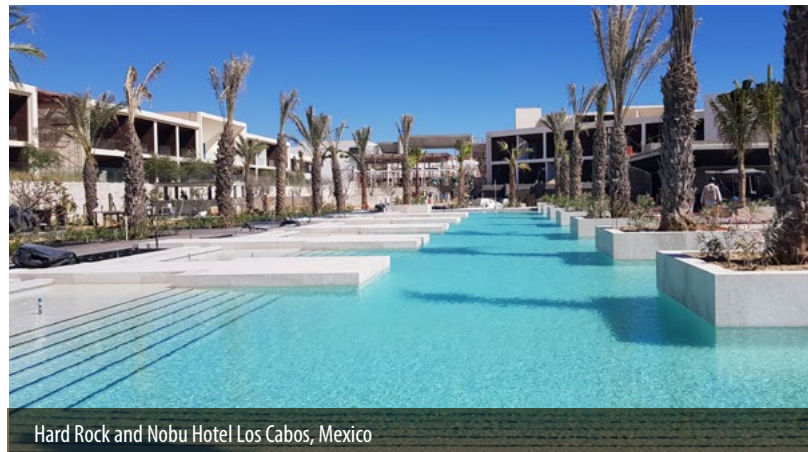
SUBSTANTIAL COMPLETION

At the appropriate time, the contractor will issue a letter to Hill for substantial completion of the project. We will then schedule a meeting at the site with the contractor(s) and the Village and architect to inspect the construction. Substantial completion means that the project has reached a point where it can provide beneficial use or occupancy for the Village. We will submit a written report that discusses the status and percentage completion of each major item of work which will indicate our assessment of whether the project is substantially complete or not. During this inspection we will jointly develop a punch list that indicates what work remains to be done and what repairs to defective workmanship are necessary for final inspection and acceptance. Throughout the construction phase, as-built drawings will be developed by the contractor(s), with all revisions and modifications recorded and documented on the drawings. A set of as-built drawings will be submitted and we will review for verification and accuracy.

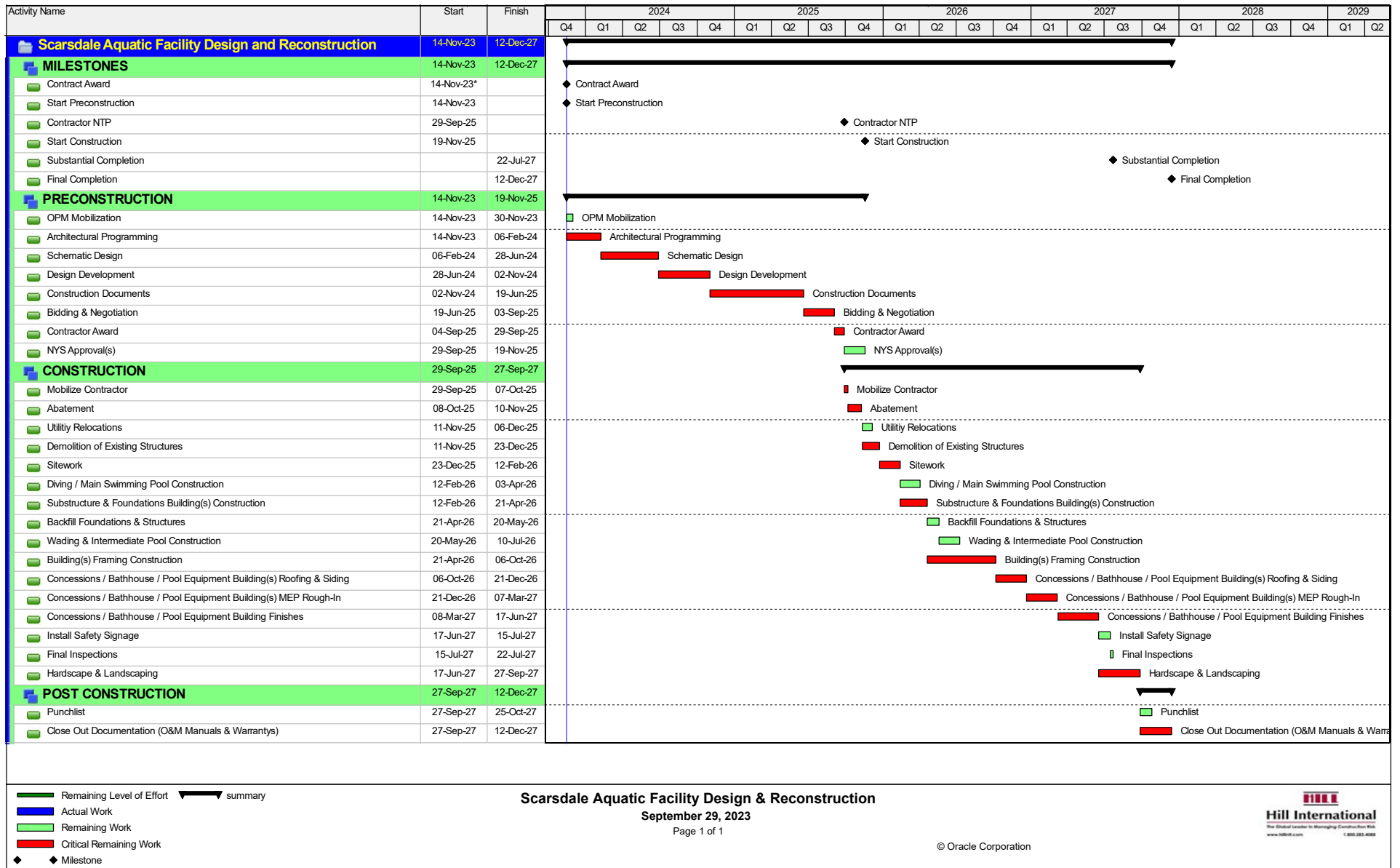
FINAL INSPECTION

After the contractor notifies our project manager that all punch list items have been completed, the project will be ready for final inspection. When it passes this inspection the project will be ready for final acceptance. All guarantees, warranties, operating and maintenance manuals, as-built drawings, keys, attic stock, special tools, and certificates of compliance will be collected from the contractor and handed over to the Village and architect. We will make sure the entire facility is properly cleaned and all contractor tools and equipment are removed from the site. Finally, we will recommend final acceptance to the Village and final payment to the contractor.

New York City Department of Parks and Recreation Sandpiper Park, NY



PROJECT SCHEDULE



PROJECT STAFF AND SUBCONSULTANTS



Name, Title	Anticipated Scopes of Responsibility	Benefit/Value Statement	Mailing Address, Telephone, Email
Hill International Staff			
Gene McGarry, RLA, CCM, LEED AP PROJECT EXECUTIVE	Gene will provide executive guidance to Halim and the entire Hill team.	Gene McGarry has over 26 years of construction and program management experience. As a Project Manager and Project Executive, he has contributed to notable projects for the City of New York Department of Parks and Recreation (DPR) and the New York City Department of Design and Construction (NYCDDC), many of which include outdoor water play areas and equipment.	One Penn Plaza, Suite 3915 New York, NY 10119 212-244-2037 genemcgarry@hillintl.com
Halim Jabbour PROJECT MANAGER	Project day-to-day leadership, point-of-contact for The Village, our team, and construction team members	Halim brings more than 23 years in the construction and engineering industry performing in lead roles including Resident Engineer, General Superintendent and Project Engineer for parks, zoos, courthouses, transportation facilities, education facilities, and building renovations. He offers expertise in contract compliance, multi-prime contractor coordination, safety, and management of corrective solutions for both large and small projects.	One Penn Plaza, Suite 3915 New York, NY 10119 917-573-0002 halimjabbour@hillintl.com
Alexis Murray DOCUMENT CONTROLS	Alexis will provide document controls support throughout all phases	Alexis Murray provides document control support and environmental inspection services for New York City Department of Parks and Recreation projects. Alexis offers familiarity with using Geographic Information Systems (GIS), various environmental projects, and is proficient in both onsite and office support roles as needed.	One Penn Plaza, Suite 3915 New York, NY 10119 212-244-3700 alexismurray@hillintl.com
Sheriff El Naggar, CCM CIVIL/STRUCTURAL DESIGN REVIEW	Sheriff will support design review items specific to the civil and structural aspects of the outdoor pool design.	Sheriff El Naggar brings more than 10 years of diversified international experience in civil and structural engineering in both infrastructure and buildings. He has supported NYC parks and transit projects across the country, and understands critical design elements for public works.	One Penn Plaza, Suite 3915 New York, NY 10119 212-244-3700 sheriffeelnaggar@hillintl.com
Joseph Ansaldi MEP DESIGN REVIEW	Mechanical, electrical, and plumbing designs will be reviewed by Joseph as needed throughout.	Joseph's 20 years of project work includes designing landscapes, reviewing site plans, and installing irrigation and drainage systems for golf courses, airports, government buildings, and state parks. Joe has provided project management services to a diverse variety of projects in New York City,	One Penn Plaza, Suite 3915 New York, NY 10119 212-244-3700 josephansaldi@hillintl.com



Name, Title	Anticipated Scopes of Responsibility	Benefit/Value Statement	Mailing Address, Telephone, Email
Zachary Blackwood, PE, CCM, PMP, CPE LEAD ESTIMATOR	Zach will lead estimating efforts throughout preconstruction and construction, with the support of Jason.	Zac has more than 20 years of experience providing engineering services and is knowledgeable in all stages of the construction process. He specializes in confirming projects are completed on-time and within budget.	One Penn Plaza, Suite 3915 New York, NY 10119 212-244-3700 zachblackwood@hillintl.com
Jason Nozil ESTIMATOR <i>★ Westchester Business Council Rising Star Award</i>	Jason will support Zac in estimating efforts as needed through all phases.	Jason's 19+ years of experience have been focused in construction management, estimating, inspection, management consulting, and quality assurance and control (QA/QC) in the State of New York.	One Penn Plaza, Suite 3915 New York, NY 10119 212-244-3700 jasonnozil@hillintl.com
Mark McDowell, AIA, PSP, CCP SCHEDULER	Mark will help create a baseline schedule reflecting your goals and update as milestones are achieved or issues identified.	Mark's 34+ years of project experience comprises multi-family housing; theme park attraction development; and restaurant, retail, and public works construction, including work in New York state. He will apply his expertise in scheduling for busy, occupied site projects to help ensure Village residents can enjoy adjacent facilities.	75 Second Avenue, Suite 300 Needham, MA 02494 860-639-6881 markmcdowell@hillintl.com
Michael "Ted" Dunn SITE LOGISTICS	Michael will be provide planning and phasing support to help ensure the site remains safe and accessible to other Village facilities during construction.	Michael has more than 40 years of experience providing project management for education, museum, and residential clients in the State of New York. He specializes in work involving estimating, scheduling, pre-construction, construction, commissioning, and closeout.	One Penn Plaza, Suite 3915 New York, NY 10119 212-244-3700 michaeldunn@hillintl.com
WPA Staff			
Ryan Capozzi ARCHITECTURAL DESIGN REVIEW	Ryan will offer architectural design review support through pre-construction and as-needed throughout construction.	Ryan has over 25 years of experience with design-build, ground-up, new construction, renovation, and modernization projects. He works with government agencies, including New York Parks and municipalities, and is familiar with agency procedures and protocols.	33 Rector Street, Fl. 14 New York, NY 10006 212-871-0933 rcapozzi@wpa-works.com
Kerellos Sedhom MEP DESIGN REVIEW	Kerellos will work with Joseph and the design review team to review mechanical, electrical, and plumbing designs.	Kerellos is a Mechanical Field Engineer with 11 years of experience overseeing scope, materials, contractual agreements, site surveys, and drawings in order to resolve technical issues and ensure quality. Recent work includes mechanical scope at the New York Aquarium in Brooklyn.	33 Rector Street, Fl. 14 New York, NY 10006 212-871-0933 ksedhom@wpa-works.com

Hill and all assigned or subcontracted Project staff are, if required, properly licensed in the State of New York.



DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST

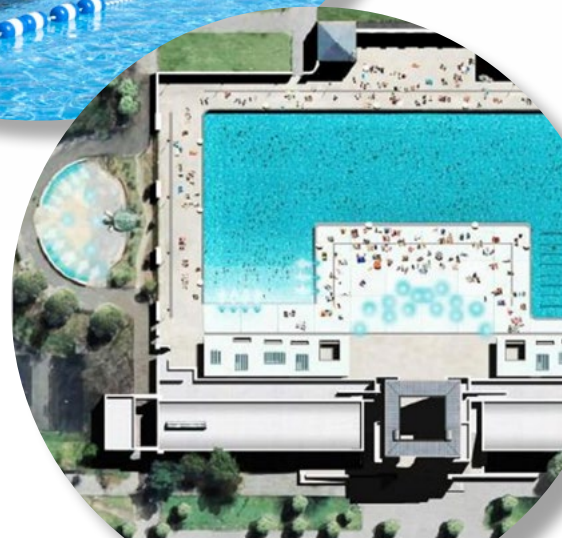
Hill has investigated possible conflicts of interest and has determined we do not have any to disclose at this time.

Included in the Appendix is a certification that Hill has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest. We have also provided a copy of our Conflict of Interest Policy.





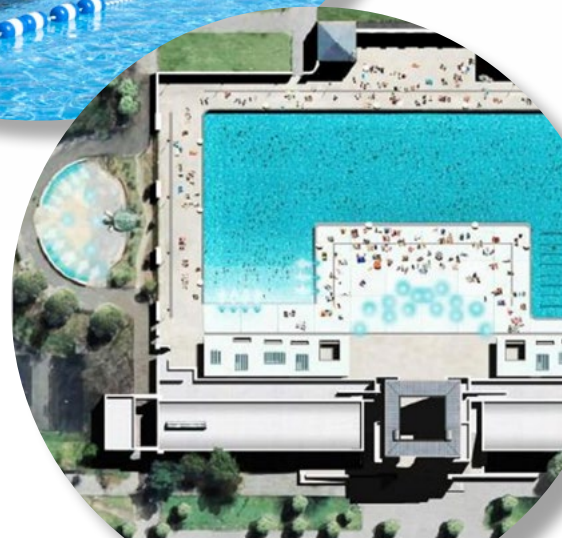
SECTION 4
**ALTERNATIVES
AND EXCEPTIONS**





ALTERNATIVES AND EXCEPTIONS

Hill has reviewed the provided RFQ and contract documentation and does not have any alternatives or exceptions to request or disclose at this time.



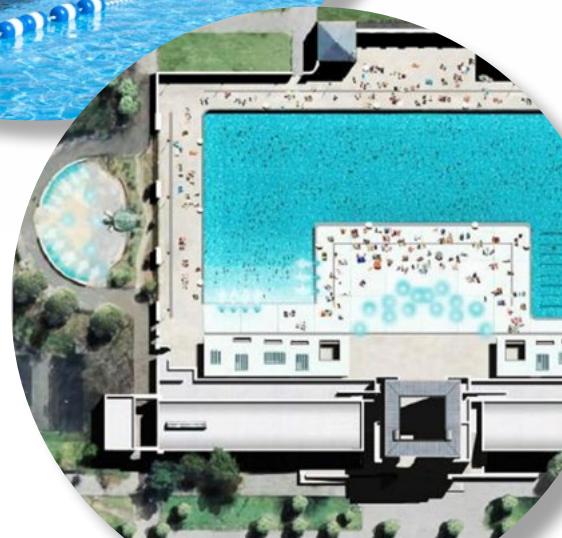
SECTION 5
**RELATED
PROJECT EXPERIENCE**

RELATED PROJECT EXPERIENCE



PROJECT	NATURE OF SERVICES PROVIDED	estimated total construction cost	actual total construction cost	completed on-time	post-construction claims
NYCDPR CONSTRUCTION SUPERVISION CONSULTANT SERVICES New York City Department of Parks and Recreation	Through back-to-back term requirements contracts since 2007, Hill provides construction management services for the City of New York Department of Parks and Recreation (DPR) to manage the construction or renovation of Parks projects within the five boroughs of New York City. Hill has provided continuous staffing on numerous construction improvements totaling \$350 million. Hill's construction management services include: continuous on-site supervision, maintaining accurate records, preparing detailed construction reports, ensuring adherence to contract documents, maintaining schedules, establishing lines of communication, reviewing contractor payments, preparing change orders and addressing community outreach needs. Numerous projects consist of fountain, water features, and splash pads that require MEP scope of work, in addition to landscaping and other civil components.	various	various	Ongoing	none
STATE PARKS 2015 TERM CONTRACT FOR CONSTRUCTION MANAGEMENT New York State Office of Parks, Recreation, and Historic Preservation	Hill provided as-needed construction management to the New York State Office of Parks, Recreation and Historic Preservation for multiple park projects throughout the state. Specifically for Riverbank State Park, Hill oversaw HVAC upgrades for the Aquatics building, replacing the boiler in the Aquatics building, and replacing the park's pool heating system and athletic field light pole.	various	various	2018	none
INDIAN LAKE STATE PARK CAMPGROUND POOL Ohio Department of Natural Resources	Hill provided construction administration for the first pool at Indian Lake State Park. The park itself has over 450 campsites and is one of the most popular and visited state park campgrounds in Ohio. The new 4,000 SF in-ground pool has a maximum capacity of 341 people and is located next to the campground's commissary. The scope of work also included mechanical rooms to support the pool, a deck, perimeter fencing, shade structures, patio area, and furnishings.	\$1.5 Million	\$1.5 Million	2017	none
HOCKING HILLS STATE PARK LODGE Ohio Department of Natural Resources	The Hocking Hills State Park Lodge is being constructed on the same footprint as the former facility, which was undergoing renovations when it was destroyed by a fire in December of 2016. The new \$40 million, 74,000 SF lodge will include a hotel wing with 81 guest rooms, indoor and outdoor pools, a full-service restaurant, conference center, and scenic outdoor spaces for friends and family to gather. The new facility was designed to complement the natural beauty of Hocking Hills State Park. Hill provided overall project management support, site observation, reporting, and schedule review.	\$40 Million	\$40 Million	2022	none
AIRWAY HEIGHTS RECREATION CENTER City of Airway Heights WA	Hill was selected by the City of Airway Heights Park & Recreation Department to provide design-build (DB) project management services for the City's new 40,000 SF recreation facility. Project amenities for the new recreation center included an aquatic center, fitness room, weight training rooms, gymnasium, child watch and kitchen. Exterior improvements include athletic fields, basketball court, parking lots, landscaping and picnic shelter.	\$14.6 Million	\$14.6 Million	2018	none
LERNER HEALTH AND WELLNESS POOL FEASIBILITY STUDY George Washington University	\$70,000 feasibility study and design for an existing pool facility, requiring natatorium expertise to correct corrosion and redesign HVAC and air distribution, as well as add a new ceiling.	\$70,000 (fee)	\$70,000 (fee)	N/A	N/A
CACHE CREEK CASINO RESORT Yocha Dehe Wintun Nation	Hill provided construction management, project management, and owner's representative services to complete the construction of Yocha Dehe Wintun Nation's Four Diamond Cache Creek Casino Hotel Resort. This \$218 million casino hotel expansion project featured new guest rooms and suites, numerous high-end restaurants, a multi-purpose event center, resort pool complex, and additional world-class restaurants.	\$218 Million	\$218 Million	2020	none

PROJECT	NATURE OF SERVICES PROVIDED	estimated total construction cost	actual total construction cost	completed on-time	post-construction claims
RESIDENCE INN BY MARRIOTT Columbus Regional Airport Authority	Hill provided construction management services for the construction of the Residence Inn at CMH. This is the first extended-stay hotel on the airport property and is adjacent to the terminal. The hotel is financed, built, and owned by CRAA, and serve as a future revenue source for the airport. The 4-floor property features 122 guest suites with kitchenettes in each suite. Amenities include meeting space for up to 35 guests, an indoor pool, a bar, outdoor grill and fire pit, and a putting green. Hill's services included soliciting for the designer and the CM-at-Risk, managing the budget and schedule, and purchasing the FF&E and all owner-provided items.	\$18.5 Million	\$18.5 Million	2020	none
GALWAN NEW HIGH-RISE HOTEL Galwan Development	Hill provided owner's representative cost estimating for the high-rise hotel and residences project. The project is a singular tower on a 23,900 SF square parcel. Located in the Brickell section of Miami, the project will stand as the tallest building in the neighborhood and provide residents and guests with picturesque views of the city. The new building will comprise 520 rooms and feature Amenities include a business center, pool area, 24- hour health center and parking deck. Hill prepared the 90% Construction Document estimate, prepared takeoffs and pricing for civil, structural, architectural, fire protection and MEP, and developed the detailed estimate by combining all trades into the estimate.	\$100 Million	\$100 Million	2017	N/A
HARD ROCK HOTEL JAMAICA Corporación Inmobiliaria KTRC S.A. de C.V.	Hill served as Owner's Representative design management services for the new, 1,000-room, 131,500 SM "all inclusive" Hard Rock Resort, situated in Montego Bay, Jamaica. The resort features buildings ranging from five to nine stories tall and three central high-rise buildings ranging from 15 to 22 stories, themed restaurants, meeting and banquet facilities, multiple pools, and outdoor venues, all spread over the 9.3 hectare-site.	\$128 Million	\$128 Million	2020	none
LOEWS MIAMI BEACH HOTEL Loews Hotels & Resorts	Hill provided owner's representative and project management oversight for the renovation of the Loews Miami Beach Hotel. The project encompassed the renovation of 800 guestrooms; lobby; lobby bar/ lounge; coffee shop; swimming pool finishes; the addition of private cabanas at the pool, pool bar; event lawn; elevator cabs; exterior building paint and back-of-house finishes. The hotel remained in operation during the work, except for three weeks when the hotel was closed in the middle of the summer to allow for heavy demolition work.	\$12 Million	\$20 Million	2018	none
PARK WEST The Texas A&M University System	Hill provided TAMU with construction project support personnel and related construction project management services for this public-private -partnership (P3) development consisting of inspection, construction, and project management. Park West is a \$245 million, 2.2 million SF mixed-use luxury student housing community consists of approximately 3,400 bed student housing in various sizes and configurations, and a 1,100 car parking garage. Amenities include a 50,000 SF rooftop lounge, deck and pool with hot tub, private cabanas, and outdoor BBQ grills and fire pits, and two additional resort-style pools.	\$245 Million	\$245 Million	2020	none
DOUG PITCOCK '49 HOTEL AND CONFERENCE CENTER The Texas A&M University System	Hill provided TAMU with construction project support personnel and related construction project management services for this public-private -partnership (P3) development consisting of inspection, construction, and project management. This \$150 million, 250,000 SF hotel and conference center consists of a 1,400-space parking garage and a nine story 250 rooms building. The state-of-the-art hotel is equipped with a full-service restaurant and bar, 1,000 SF of retail space, an outdoor pool, a fitness center, an outdoor events area, a 650-seat ballroom, and more than 28,000 SF of conference and meeting space.	\$150 Million	\$150 Million	2020	none
THOMPSON PARK COMMUNITY POOL Northern Wasco County Park and Recreation District	Hill provided estimating support for a new pool measuring 50 meters by 25 meters, an approximately 6,000 SF bathhouse/office building, an 1,800 SF splash park, a mechanical building, a splash wall, an aqua slide and a concession stand. The existing parking lot remained "as is."	not available	not available	2014	N/A



SECTION 6
REFERENCES

REFERENCES



New York State Office of Parks, Recreation and Historic Preservation | *New York*



Larry Palaski, Capital Programs Various Improvement Projects

CONTACT DETAILS:

625 Broadway, Albany, NY 12207

Phone: 518-474-0433

Email: larry.palaski@parks.ny.gov

SERVICES:

construction management, project management, project controls

New York City Department of Parks and Recreation | *New York City, New York*



Vincent Alfano, Construction Director, Queens Ravenswood Playground

CONTACT DETAILS:

735 Anderson Hill Road, Purchase, NY10577

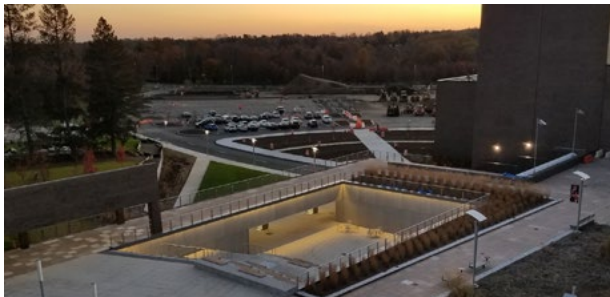
Phone: 518-320-3241

Email: john.horgan@suny.edu

SERVICES:

construction management, cost, schedule, quality, and coordination efforts

SUNY Purchase Center for Media, Film, and Theatre | *Purchase, New York*



John Horgan, Construction Coordinator SUNY State University Construction Fund

CONTACT DETAILS:

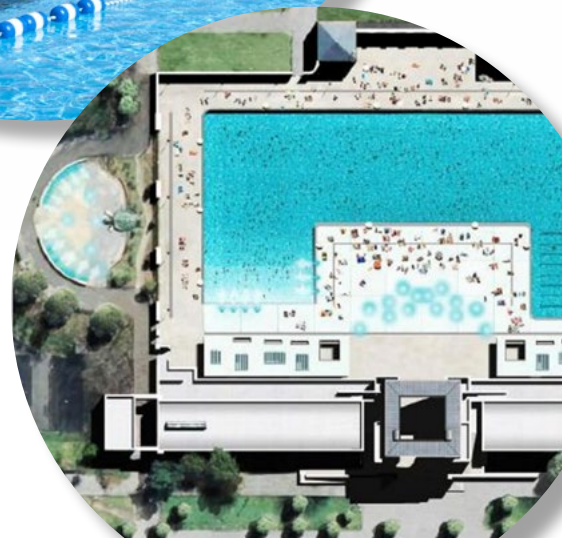
735 Anderson Hill Road, Purchase, NY10577

Phone: 518-320-3241

Email: john.horgan@suny.edu

SERVICES:

construction management, scheduling, estimating



SECTION 7
COST PROPOSAL

COST PROPOSAL - SUMMARY



Below is our proposed lump sum fee for the scope required under Preconstruction Services Phase and the fee required for the scope under Construction Management Services, totaled separately. Supporting documentation detailing the estimates is provided on the following pages.

SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION
Hill International Inc.
Cost Summary

Service		Amount	Quantity	Total Amount
Pre-Construction Staffing		\$ 884,816.00	1	\$ 884,816
Construction Staffing		\$ 1,264,088.00	1	\$ 1,264,088
STAFFING TOTAL				\$ 2,148,904
Misc. Expenses - Optional Other Direct Costs (ODC's) *(If not provided by owner)				
Trailers/Space and Connections		50,000	1	\$ 50,000
Office Supplies/Misc. ODC's		50,000	1	\$ 50,000
Total				\$ 100,000
Total Amount				\$ 2,248,904

COST PROPOSAL - PRECONSTRUCTION DETAILS

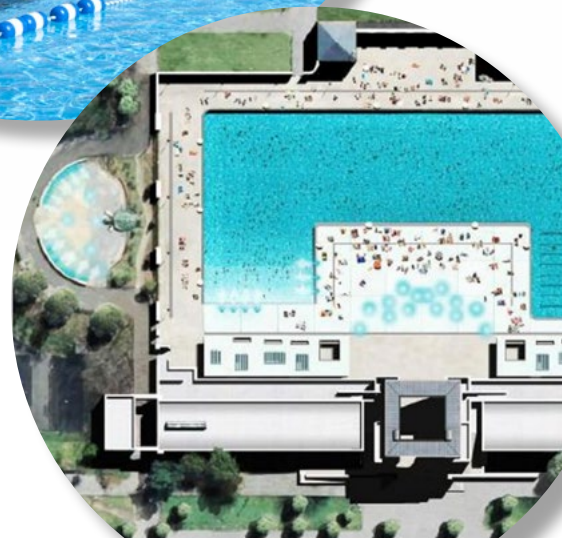
Hill Staffing Plan											
SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION											
Pre-Constructon Phase											
3 Months Per Quarter	20 Months								Total Hours	Wage Rate	Total Amount
Staffing Title	Q1	Q2	Q3	Q4	Q5	Q6	Q7 2 Months				
Project Executive - Gene McGarry, RA									0	0	\$ -
Project Manager - Halim Jabbour	240	240	240	480	480	480	340		2500	\$102.00	\$ 255,000.00
Document Controls/APM - Alexis Murray	80	40	80	40	80	40	80		440	\$ 49.84	\$ 21,929.60
Architectural - Kerellos Sedhom (WPA)	40	40	80	40	80	40	40		360	\$ 51.10	\$ 18,396.00
Structural/Civil - Sheriff El Nagggar, CCM	40	40	80	40	40	40	40		320	\$ 58.99	\$ 18,876.80
MEP - Ryan Capozzi (WPA)	40	60	60	60	60	60	60		400	\$ 60.80	\$ 24,320.00
Lead Estimator - Zachary Blackwood, PE CPE	20	20	20	20	20	20	20		140	\$106.00	\$ 14,840.00
Estimators - Allen Babu & Jason Nozil	80	80	240	120	120	80	80		800	\$ 71.50	\$ 57,200.00
Scheduler/Risk Management Mark McDowell, CCM	80	40	80	40	40	40	40		360	\$ 88.46	\$ 31,845.60
Total Hours / Month	620	560	880	840	920	800			5,320		\$ 442,408.00
Grand Total									\$442,408.00		
Multiplier									2.00		
Staffing Total Fee									\$884,816.00		



COST PROPOSAL - CONSTRUCTION DETAILS

Hill Staffing Plan												
SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION												
Constructon Phase												
3 Months Per Quarter	24 Months									Total Hours	Wage Rate	Total Amount
Staffing Title	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15 2 Months				
Project Executive - Gene McGarry, RA										0	0	\$ -
Project Manager - Halim Jabbour	480	480	480	480	480	480	480	340		3700	\$102.00	\$ 377,400.00
Document Controls/APM - Alexis Murray	480	480	480	480	480	480	480	340		3700	\$ 49.84	\$ 184,408.00
Architectural - Kerellos Sedhom (WPA)	0	0	0	0	0	0	0	0		0	\$ 51.10	\$ -
Structural/Civil - Sheriff El Naggar, CCM	0	0	0	0	0	0	0	0		0	\$ 58.99	\$ -
MEP - Ryan Capozzi (WPA)	0	0	0	0	0	0	0	0		0	\$ 60.80	\$ -
Lead Estimator - Zachary Blackwood, PE CPE	0	0	0	0	0	0	0	0		0	\$106.00	\$ -
Estimators - Allen Babu & Jason Nozil			40	40	40	40	40	40		240	\$ 71.50	\$ 17,160.00
Scheduler/Risk Management Mark McDowell, CCM	80	80	80	80	80	80	80	40		600	\$ 88.46	\$ 53,076.00
Total Hours / Month	1040	1040	1080	1080	1080	1080	1080	760		8,240		\$ 632,044.00
Grand Total										\$632,044.00		
Multiplier											2.00	
Staffing Total Fee												1,264,088.00





APPENDIX

*Proposer Acknowledgement
Certification Regarding Conflict of
Interest Investigation
Hill Conflict of Interest Policy
Exhibit A, Page 1*

APPENDIX



PROPOSER ACKNOWLEDGEMENT

The undersigned agrees and understands that the Village may reject all proposals, select any or all parts of proposals, in any order deemed appropriate, and also may further negotiate proposals prior to award of the Agreement.

Hill International, Inc.

Name of Company

One Penn Plaza, Suite 3915

Address

New York, NY 10119

Village, State, Zip Code

Tel: 212-244-3700

Phone #

DominickFickeria@hillintl.com

E-mail Address

Dated October 3, 2023

BY: 

Name (Signature)

BY: Dominick J. Fickeria, Senior Vice President and Northeast Regional Manager
Name & Title (Printed)



Hill International, Inc.
One Penn Plaza,
Suite 3915
New York, NY 10119
Tel: 212-244-3700
www.hillintl.com

October 3, 2023

Paul Zaicek, Director of Capital Projects
Village of Scarsdale
Scarsdale, New York
pzaicek@scarsdale.com

**Subject: Certification Regarding Disclosures and Potential Conflicts of Interest
Scarsdale Aquatic Facility Design and Reconstruction**

Dear Mr. Zaicek:

As requested in the RFP, this letter certifies that the proposer, Hill International, Inc., including their owners or employees, has conducted the appropriate investigation and determined there to be no known conflicts of interest with the Village of Scarsdale, its officials, and/or employees, or with Lothrop Associates Architects.

We have also provided our written Conflict of Interest Policy on the following pages.

If you require any additional information, please do not hesitate to contact me at 212-244-3700 or dominickfickeria@hillintl.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dominick J. Fickeria".

Dominick J. Fickeria
Senior Vice President and Northeast Regional Manager
Signed by an authorized binding official of the firm.

**DELIVERING THE
INFRASTRUCTURE
OF CHANGE**

APPENDIX - CONFLICT OF INTEREST POLICY



OFFEROR'S CONFLICT OF INTEREST POLICY

As with any large consulting firm, conflicts of interest are a possibility on many contracts. As a result of our providing services to government clients for 46 years, we have become accustomed to developing and implementing conflict of interest protocol on our contracts. To the best of our knowledge, as it relates to Hill, none of our employees or subcontractors have a conflict of interest as it pertains to this contract.

Hill does not have a formal corporate conflict of interest policy, instead we develop a plan on a project by project basis. We have an approach to mitigate the effects of any apparent or actual conflicts of interest arising. If and when this occurs, Hill will immediately disclose to the Client any existing relationships on the project or program in question so that any potential conflict of issues can be immediately identified and mitigated if necessary.

When Hill becomes engaged in operations for the Client that could potentially involve a conflict of interest, our internal relationship checks are performed. These internal relationship checks are designed to avoid problems associated with potential or perceived conflicts. The relationship checks permit Hill professionals to identify past or current relationships with entities, the nature of the relationships, and the potential for actual or perceived conflicts.

Hill will endeavor to avoid circumstances where as a result of any (1) work performed, (2) position taken, of (3) conclusion reached for any former or current client Hill will be disqualified or have its impartiality questioned. Where Hill's internal relationship review suggests a potential or perceived conflict, Hill will report these relationships to the Client along with a recommendation on action. The recommended action may include identifying potential of perceived conflict to others in the interest of fairness and a possible disengagement of Hill from the project.

Potential relationship issues may become evident at the Request for Information, Request for Qualifications or Request for Proposal stages. More likely, however, they would be more evident when actual proposals are submitted, particularly if we will participate in the evaluation of proposals.

Hill will report and review the potential relationship issues with the Client and reach agreement on whether the potential or perceived conflict of interest: (1) is not a conflict at all, (2) is a conflict and should result in a disqualification on a particular matter or (3) requires a mitigation plan acceptable to all interested parties.

PROTECTING CLIENT CONFIDENTIAL INFORMATION

All Hill records and information relating to Hill or its clients are confidential and employees must, therefore, treat all matters accordingly. No Hill or Hill related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of Hill) may be removed from Hill's premises without permission from Hill. Additionally, the contents of Hill's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Any confidential information obtained by an individual as a result of their employment with Hill is not to

be disclosed, purposefully or inadvertently (through casual conversation), to any unauthorized person inside or outside the Company. Employees who are unsure about the confidential nature of specific information must ask their supervisor for clarification. Employees may be subject to appropriate disciplinary action, up to and including dismissal, for knowingly or unknowingly revealing information of a confidential nature. In addition, individuals may be subject to legal action depending upon the nature of the disclosure, and the resulting implication and potential damages to Hill and/or the client. The protection of confidential business information secrets is vital to the interests and the success of Hill.

Employees must not discuss internal matters or developments with anyone outside of Hill, except as required in the performance of their regular job. All communications to the press or others in the industry or financial community must be through the Chief Executive Officer, or those individuals specifically designated by Hill.

Hill's Global Privacy Policy is also provided at the end of this Appendix section.

COMPLIANCE WITH INTERNAL POLICIES AND PROTECTION OF CLIENT INFORMATION

Hill's Project Executive will periodically audit the project to verify and document compliance with Hill's internal policies for client conflicts of interest and protection of client confidential information.

CONFLICTS OF INTEREST BETWEEN OFFEROR AND THE CLIENT

If Hill was selected to provide services to the Client, there would be no conflicts of interest or potential conflicts of interest between Hill and the Client, or Hill's other customers and the Client.

FINANCIAL INCENTIVES

Hill does not receive financial incentives to recommend any particular third-party products or services.

IDENTIFYING POTENTIAL CONFLICTS

As Hill does not receive any financial incentives to recommend any particular third-party products or services, we would not be subject to any potential conflicts or potential bias in recommendations of third party products or services.

EXHIBIT “A”

**PROFESSIONAL SERVICES AGREEMENT
OWNERS REP AND CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2023 (“Effective Date”), by and between **FIRM**, having its principal offices located at _____, hereinafter referred to as “**FIRM**”, and the VILLAGE OF SCARSDALE, having its principal place of business at 1001 Post Road, Scarsdale, New York 10583, hereinafter referred to as the “VILLAGE”;

WHEREAS, the VILLAGE intends to enter into a professional service agreement with **FIRM** to provide Owners Rep and Construction Management services in connection with the Scarsdale Aquatic Facility Design and Reconstruction Project, hereinafter “PROJECT”, as further described in Exhibit “A” VILLAGE Request for Proposals (RFP) issued September 8, 2023 and Exhibit “B” **FIRM** Proposal, dated _____; and

WHEREAS, **FIRM** represented that it possesses sufficient professional skills and experience to perform said services in a complete, timely, and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

I. SCOPE OF WORK

The services to be performed under this Agreement involve the performance of professional services related to Preconstruction Services and Construction Management Services related to the PROJECT. **FIRM** shall perform in a proper manner to the satisfaction of the VILLAGE, the scope of services identified in Exhibit “A”, and Exhibit “B” attached hereto and made a part hereof.

II. COMPENSATION AND PAYMENT

FIRM shall provide the services described above and detailed in Exhibits “A” & “B” and the VILLAGE shall pay **FIRM** an amount not to exceed \$ _____ for Preconstruction Phase Services and \$ _____ for Construction Management Services. The final fee for Construction Management services will be negotiated at the completion of the Preconstruction Phase Services as stipulated in this agreement and Exhibit “A”. Should the VILLAGE identify any necessary additional services not included in Exhibit “A” & Exhibit “B” the VILLAGE and **FIRM** shall negotiate a lump sum for said additional work or utilize **FIRMS** billing rate schedule included in Exhibit “B”.

Signed and acknowledged per the Professional Services Agreement section of the submittal instructions



EXHIBIT C

HILL INTERNATIONAL, INC.'s REVISED COST SUMMARY AND STAFFING PLANS

SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION**Hill International Inc.****Cost Summary**

Service		Amount	Quantity	Total Amount
Pre-Construction Staffing		\$ 746,428.59	1	\$ 746,429
Construction Staffing		\$ 1,161,884.80	1	\$ 1,161,885
STAFFING TOTAL				\$ 1,908,313
Misc. Expenses - Optional Other Direct Costs (ODC's) *(If not provided by owner)				
Trailers/Space and Connections		50,000	1	\$ 50,000
Office Supplies/Misc. ODC's		36,000	1	\$ 36,000
Total				\$ 86,000
Total Amount				\$ 1,994,313

Hill Staffing Plan
SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION
Pre-Constructon Phase

3 Months Per Quarter	20 Months								Total Hours	Wage Rate	Total Amount
Staffing Title	Q1	Q2	Q3	Q4	Q5	Q6	Q7 2 Months				
Project Executive - Gene McGarry, RA									0	0	\$ -
Project Manager - Halim Jabbour	240	240	240	340	340	480	340		2220	\$ 102.00	\$ 226,440.00
Document Controls/APM - Alexis Murray	80	40	80	40	80	40	80		440	\$ 49.84	\$ 21,929.60
Architectural - Kerellos Sedhom (WPA)	40	40	80	40	40	40	24		304	\$ 51.10	\$ 15,534.40
Structural/Civil - Sheriff El Naggar, CCM	40	40	40	40	40	24			224	\$ 58.99	\$ 13,213.76
MEP - Ryan Capozzi (WPA)	40	60	60	60	60	60	24		364	\$ 60.80	\$ 22,131.20
Lead Estimator - Zachary Blackwood, PE CPE	20	20	20	20	20	20	20		140	\$ 106.00	\$ 14,840.00
Estimators - Allen Babu & Jason Nozil	80	80	120	120	80	40	40		560	\$ 71.50	\$ 40,040.00
Scheduler/Risk Management Mark McDowell, CCM	80	40	40	40	40	40			280	\$ 88.46	\$ 24,768.80
Total Hours / Month	620	560	680	700	700	744			4,532		\$ 378,897.76
Grand Total									\$378,897.76		
Multiplier									1.97		
Staffing Total Fee									\$746,428.59		

Hill Staffing Plan
SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION
Constructon Phase

3 Months Per Quarter Staffing Title	24 Months								Total Hours	Wage Rate	Total Amount	
	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15 2 Months				
Project Executive - Gene McGarry, RA										0	0	\$ -
Project Manager - Halim Jabbour	480	480	480	480	480	480	480	340		3700	\$ 102.00	\$ 377,400.00
Document Controls/APM - Alexis Murray	480	480	480	480	340	340	340	170		3110	\$ 49.84	\$ 155,002.40
Architectural - Kerellos Sedhom (WPA)	0	0	0	0	0	0	0	0		0	\$ 51.10	\$ -
Structural/Civil - Sheriff El Nagggar, CCM	0	0	0	0	0	0	0	0		0	\$ 58.99	\$ -
MEP - Ryan Capozzi (WPA)	0	0	0	0	0	0	0	0		0	\$ 60.80	\$ -
Lead Estimator - Zachary Blackwood, PE CPE	0	0	0	0	0	0	0	0		0	\$ 106.00	\$ -
Estimators - Allen Babu & Jason Nozil	0		40	40	40	40	24			184	\$ 71.50	\$ 13,156.00
Scheduler/Risk Management Mark McDowell, CCM	80	80	80	80	40	40				400	\$ 88.46	\$ 35,384.00
Total Hours / Month	1040	1040	1080	1080	900	900	844	510		7,394		\$ 580,942.40
Grand Total										\$580,942.40		
Multiplier										2.00		
Staffing Total Fee										1,161,884.80		

RESOLUTION RE: RESIDENCY REQUIREMENTS OF CERTAIN OFFICERS OF THE VILLAGE OF SCARSDALE

WHEREAS, New York State Assembly Bill A10246 was signed by the governor amending Public Officers Law § 3 and Village Law § 3-300 to authorize the Scarsdale Board of Trustees, by resolution, to permit the offices of the court clerk, building inspector, assistant building inspector, village clerk, assistant village clerk, village treasurer, assistant village treasurer, assessor, village engineer, or village planner to be held by a person who is not a resident of Scarsdale, provided that such person resides within Westchester County or an adjoining county within the state of New York, except that the village treasurer may also reside within Dutchess County; now, therefore, be it

RESOLVED, In accordance with Public Officers Law § 3(72) and Village Law § 3-300(32), the Board of Trustees of the Village of Scarsdale hereby authorize the offices of the court clerk, building inspector, assistant building inspector, village clerk, assistant village clerk, village treasurer, assistant village treasurer, assessor, village engineer, or village planner to be held by persons who reside within Westchester County or an adjoining county within the state of New York, except that the village treasurer may also reside within Dutchess County; be it further

RESOLVED, The authorization granted herein shall be continuing in nature until otherwise amended by law or the Scarsdale Board of Trustees.

**RESOLUTION RE: AUTHORIZATION TO CONDUCT THE
ANNUAL 15K/4-Mile ROAD RACES**

WHEREAS, for the over 53 years, the Village of Scarsdale Parks, Recreation, and Conservation Department has offered an annual 15K and 4-Mile Road Races on the same day in the Fox Meadow and Greenacres neighborhoods; and

WHEREAS, this year's race is being proposed for Sunday, April 07, 2024, from approximately 9:00 AM to 12:30 PM, as per the attached application to conduct a road race and accompanying course map; and

WHEREAS, the Scarsdale Police Department and Village Manager recommend Village Board approval of the application, inclusive of necessary staff support activities, such as implementing traffic control activities and measures, event management, and public notification of race day detours; now, therefore, be it

RESOLVED, that the Board of Trustees of the Village of Scarsdale herein approves the Parks, Recreation, and Conservation Department application to conduct the annual 15K and 4-mile road races on Sunday, April 07, 2024, in the Fox Meadow and Greenacres neighborhoods in accordance with the course map attached hereto and inclusive of necessary staff support functions, such as public notifications, traffic control, and event management.

Date: February 13, 2024



To: Alexandra Marshall, Acting Village Manager

From: Brian Gray, Superintendent PRC

Date: January 23, 2024

Re: Annual Road 15K and 4-Mile Road Races

MEMORANDUM

Department of Parks, Recreation and
Conservation

For over 53 years, the Scarsdale Recreation Department, has offered the annual 15K/4M road race. The road race is currently scheduled to be held on Sunday, April 07, 2024. Police Chief Matturro has reviewed and approved our application to conduct said road race and the Scarsdale Recreation Department will work closely with the Police Lieutenant scheduled on duty for the event.

The road race is conducted through the Fox Meadow and Greenacres neighborhoods on the following streets: Wayside Lane, Harcourt Road, Paddington Road, Butler Road, Oak Lane, Brite Avenue, Fenimore Road, Brewster Road, Hampton Road, Greenacres Avenue, Farley Road, Kingston Road, Huntington Road, Olmstead Road, and Whig Road.

Traditionally, permission to conduct this road race is granted by the Board of Trustees. Accordingly, I request that the attached resolution, granting permission to the Scarsdale Recreation Department to conduct the annual 15K/4M Road Race on Sunday, April 07, 2024, be placed on the agenda for the February 13, 2024 meeting of the Board of Trustees for their consideration.

Thank you and please let me know if any additional information is requested.



THE VILLAGE OF SCARSDALE, NEW YORK

APPLICATION TO CONDUCT A ROAD RACE



TO BE COMPLETED BY APPLICANT

Date: 1/19/2024

Name: Village of Scarsdale - Department of PRC Phone: (914) 722-1160

Address: 244 HEATHCOTE RD. City: SCARSDALE NY 10583 State Zip

Organization conducting race: DEPARTMENT OF PARKS RECREATION & CONSERVATION

Address: 244 HEATHCOTE RD. City: SCARSDALE N.Y. 10583 State Zip

Requested date of road race: SUNDAY, APRIL 7, 2024

Sponsors (if any): N/A

Anticipated number of runners: 500

Please provide a map or sketch of the course: () check if attached

List any support services to be provided such as refreshments, banners, lines or arrows drawn on pavement, etc: LAMM SIGNS, PAINT IN ROADWAY, WATER STATIONS.

SIGNATURE OF APPLICANT: [Signature]

Forward this request to the Police Department for their recommendations.

Fee as determined by the Village Manager's Office:

POLICE DEPARTMENT USE ONLY

I recommend (APPROVAL OF) (DISAPPROVAL OF) the special permit application to conduct a road race on Scarsdale streets with the following comments:

[Signature] Signature of Chief of Police

**RESOLUTION RE: AWARD OF VM CONTRACT #1307 – FIRE
 APPARATUS MAINTENANCE SERVICES**

WHEREAS, due to the mechanical and operational complexities of Fire Department apparatus, the Village contracts for certain repair, service, and preventative maintenance work; and

WHEREAS, prospective bidders must be able to facilitate a New York State heavy vehicle inspection and third-party pump, aerial, and ground ladder testing during annual preventative maintenance on each apparatus, and have the ability to respond within 24 hours for emergency repairs, thus necessitating a repair facility within close geographical proximity to the Village, with said certifications and location requirements limiting the number of available and qualified bidders; and

WHEREAS, the Village publicly advertised for the receipt of bids on October 27, 2023, under VM Contract #1307 – Fire Apparatus Maintenance Services, which was also distributed to five regional vendors by the Fire Chief; and

WHEREAS, on the bid opening date of November 14, 2023, one bid was received from Hudson Valley Fire Equipment, LLC, as reflected in the attached bid tabulation sheet; and

WHEREAS, a thorough bid review determined that Hudson Valley Fire Equipment, LLC, met all identified bid requirements and was deemed by the Fire Chief to be capable of offering the Fire Department reliable services; now therefore, be it

RESOLVED, that VM Contract #1307 – Fire Apparatus Maintenance Services be awarded to Hudson Valley Fire Equipment, LLC, of 69 Fields Lane, Brewster, NY 10509, at the hourly and trip rates identified on the bid tabulation sheet attached hereto and made a part hereof; and be it further

RESOLVED, that all costs associated with this work be charged to the appropriate Public Works and Fire Department Operating Budget accounts, subject to the availability of said funds and otherwise in consultation with the Village Manager and the Treasurer; and be it further

RESOLVED, that the Village Manager is hereby authorized and directed to execute VM Contract #1307 – Fire Apparatus Maintenance Services on behalf of the Village of Scarsdale with Hudson Valley Fire Equipment, LLC, for a period of one year, with the option to extend said contract for two additional one-year periods.

Date: February 13, 2024



To: Alexandra Marshall, Acting Village Manager

From: Christopher Mytych, Fire Chief

Date: February 01, 2024

Re: Contract Award Recommendation – Fire Apparatus Maintenance Services

MEMORANDUM
Fire Department

The Fire Department maintains annual contracts with a vendor to perform fire apparatus repair, service, and preventative maintenance that fall outside of the scope of chassis-related work assigned to Central Garage. VM Contract #1307 – *Fire Apparatus Maintenance Services* was publicly advertised through the Scarsdale Inquirer and BidNet Direct on October 27, 2023, and subsequently directed to five regional vendors. Though only one responsible bid was received, based on their fulfillment of two prior contracts, I recommend that the Village award this contract to Hudson Valley Fire Equipment, LLC, for a period of one year with the option to extend said contract for two additional one-year periods.

The cost to repair, service, maintain, and mount equipment on our fleet of 14 vehicles, which includes four heavy apparatus, four utility vehicles, and six staff vehicles, has been approximately \$52,617 per year over the past five years (Figure 1). Though our four heavy units account for most of this burden, we have begun to employ vehicle use reduction strategies to offset increased costs due to inflation and expired warranty items (Figure 2). Regardless, Hudson Valley Fire Equipment, LLC has demonstrated a level of quality resulting in few reoccurring defects since 2017. It is also important to note that this bid includes no increases in labor rates through 2026.

We will continue to notify Public Works of all service issues to ensure that appropriate chassis repairs are addressed by Central Garage staff to reduce expenditures and downtime.

Please contact me with any questions.

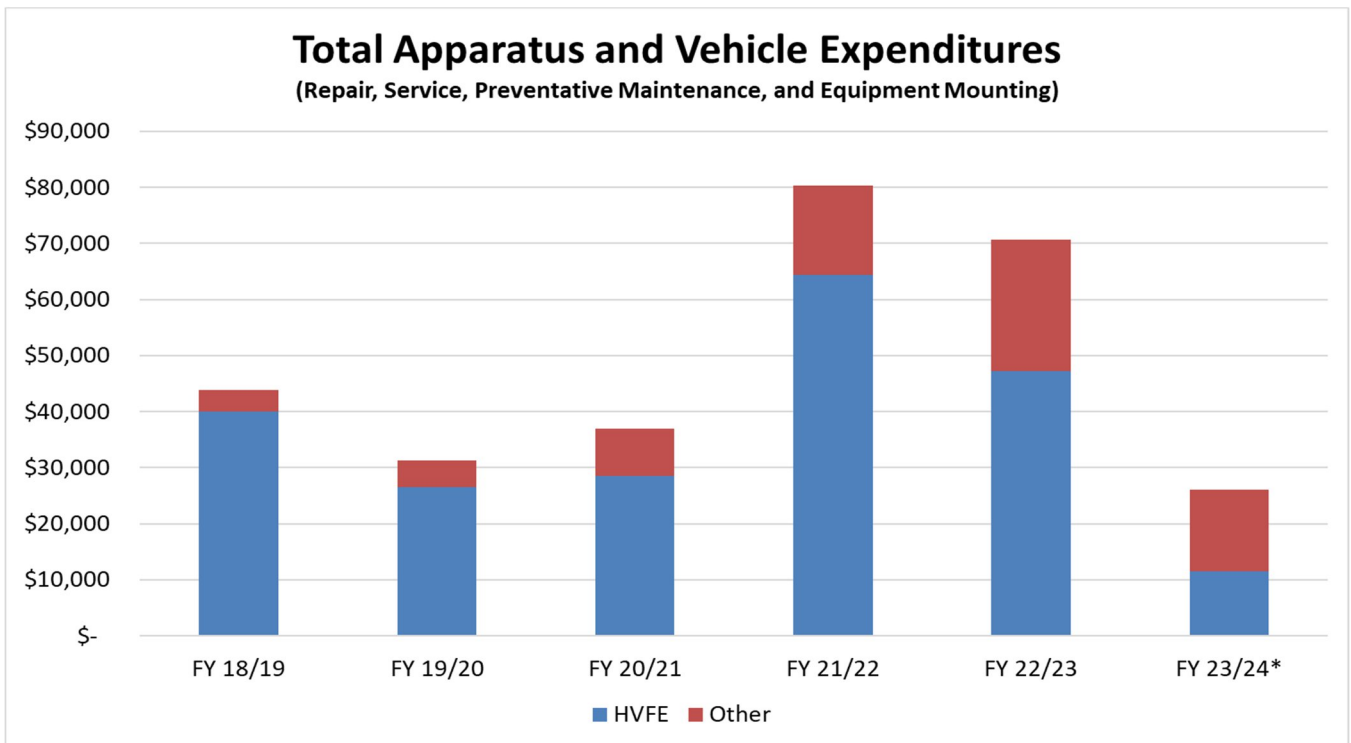


Figure 1: Total Apparatus and Vehicle Expenditures (FY 18/19 – FY 23/24*)

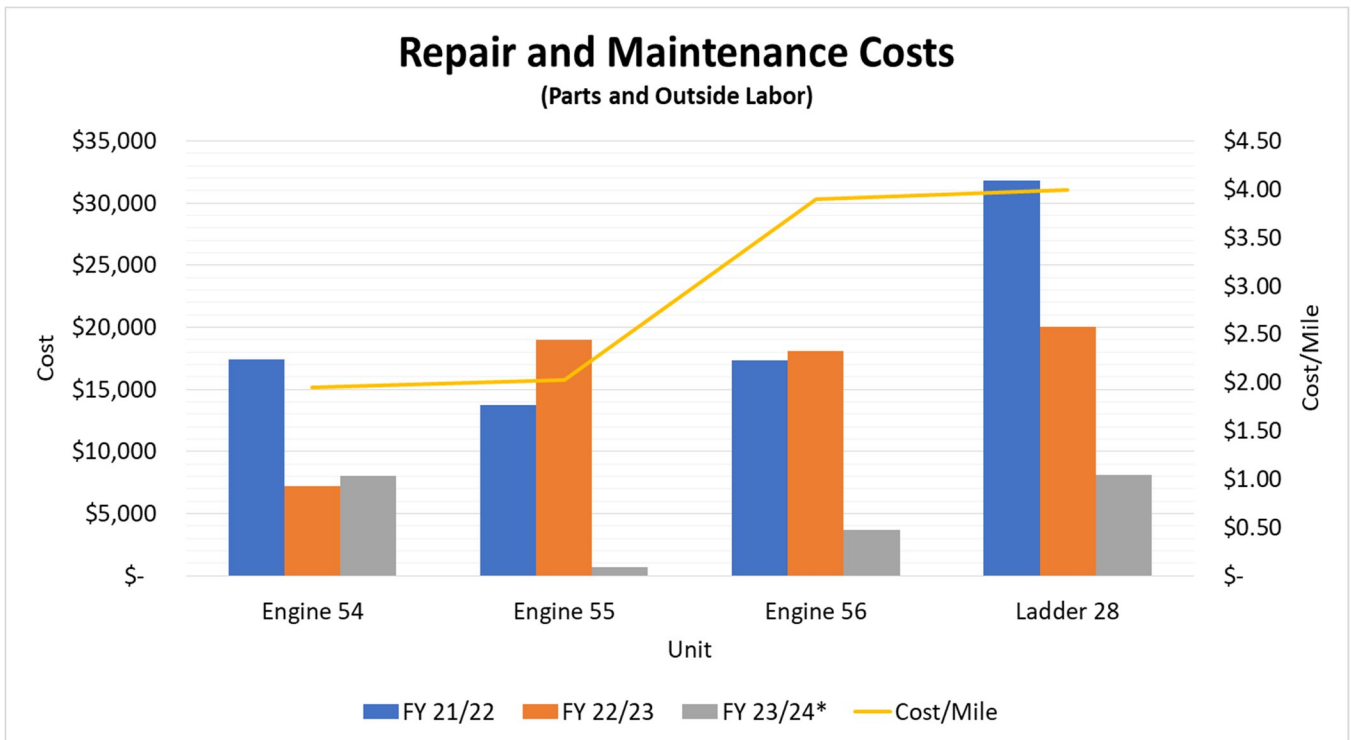


Figure 2: Repair and Maintenance Costs (FY 21/22 – FY 23/24*)

VILLAGE OF SCARSDALE
BID OPENING
VM #1307

Bid Opening Date: **11/14/2023**

Bid Opening Time: 2:00 pm

Contract No. VM# 1307 Fire Apparatus Maintenance Services

Location: Trustee Room

Bid Opening Attendance:

Village Treasurer
Ann Scaglione

Maria Colotti

Village Deputy Treasurer
Maria Colotti

Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583

(Name)



Name

Tyler Lafert

Company & Address

Village of Scarsdale

**VILLAGE OF SCARSDALE
 BID OPENING FOR CONTRACT VM#1307**

CONTRACT NAME <i>Fire Apparatus Maintenance Services</i>			Hudson Valley Fire Equipment, LLC
DATE: <u>November 14, 2023</u>			69 Fields Lane
TIME: <u>2:00 PM</u>			Brewster, NY 10509
1.) Fire Apparatus Maintenance Services, (1st Year)			
A)	Fire Apparatus (Pumper)	<i>per hour</i>	\$ 150.00
B)	Fire Apparatus (Aerial)	<i>per hour</i>	\$ 150.00
C)	Service Travel Time Cost - To & From Village	<i>per round trip</i>	\$ 150.00
D)	Emergency Repair - Fire Apparatus (Pumper)	<i>per hour</i>	\$ 150.00
E)	Emergency Repair - Fire Apparatus (Aerial)	<i>per hour</i>	\$ 150.00
F)	Emergency Travel Time Cost - To & From Village	<i>per round trip</i>	\$ 150.00
2.) Fire Apparatus Maintenance Services, (2nd Year)			
A)	Fire Apparatus (Pumper)	<i>per hour</i>	\$ 150.00
B)	Fire Apparatus (Aerial)	<i>per hour</i>	\$ 150.00
C)	Service Travel Time Cost - To & From Village	<i>per round trip</i>	\$ 150.00
D)	Emergency Repair - Fire Apparatus (Pumper)	<i>per hour</i>	\$ 150.00
E)	Emergency Repair - Fire Apparatus (Aerial)	<i>per hour</i>	\$ 150.00
F)	Emergency Travel Time Cost - To & From Village	<i>per round trip</i>	\$ 150.00
3.) Fire Apparatus Maintenance Services, (3rd Year)			
A)	Fire Apparatus (Pumper)	<i>per hour</i>	\$ 150.00
B)	Fire Apparatus (Aerial)	<i>per hour</i>	\$ 150.00
C)	Service Travel Time Cost - To & From Village	<i>per round trip</i>	\$ 150.00
D)	Emergency Repair - Fire Apparatus (Pumper)	<i>per hour</i>	\$ 150.00
E)	Emergency Repair - Fire Apparatus (Aerial)	<i>per hour</i>	\$ 150.00
F)	Emergency Travel Time Cost - To & From Village	<i>per round trip</i>	\$ 150.00
<p><i>I, Maria Colotti, do hereby certify that the above is a true and complete listing of all bids received on this date for Contract #VM 1307.</i></p> <p style="font-size: 1.2em;">  Signature  Date </p>			

Village of Scarsdale
Westchester County, New York

Notice to Bidders

FIRE APPARATUS MAINTENANCE SERVICES
Contract VM#1307

Sealed proposals will be received by the Board of Trustees of the Village of Scarsdale, through its agent Ann Scaglione, Village Treasurer, in the Village Hall, Scarsdale, New York until 2:00 P.M. Tuesday, November 14, 2023, for Fire Apparatus Maintenance Services. At the above time and place bids will be publicly opened and read.

Bidders may obtain copies of the form of proposals and detailed specifications at the Department of Public Safety at 50 Tompkins Road, Scarsdale, NY 10583.

The Village of Scarsdale reserves the right to reject any or all proposals, or to waive any informality in the proposal, as deemed advisable in the interest of the Village.

For information call the Fire Department at (914)722-1215.

Alexandra H. Marshall
Acting Village Manager

Publish: October 27, 2023

Village of Scarsdale
Westchester County, New York

Information for Bidders
Contract VM#1307

Material & Labor to be Furnished:

Sealed proposals will be received by the Board of Trustees, through its agent Ann Scaglione, Village Treasurer, at the Village of Scarsdale, Westchester County, New York, in the Village Hall until 2:00 p.m., Tuesday, November 14, 2023, for Fire Apparatus Maintenance Services.

Bids Received:

Bids shall be made on the form of proposal attached hereto and the envelope addressed as follows:

Bid for: Fire Apparatus Maintenance Services
Contract VM#1307
Attention: Ann Scaglione, Treasurer's Office
Address: Scarsdale Village Hall
1001 Post Road
Scarsdale, New York 10583
Opening: November 14, 2023

Bids not so made will not be considered. The Proposal shall be delivered to Ann Scaglione, Village Treasurer, Village Hall, Scarsdale, New York, on or before 2:00 P.M., Tuesday, November 14, 2023, at which time all bids will be publicly opened and read.

Bidders Qualifications:

Each bidder shall present evidence that he/she is normally engaged in the type of work bid upon and shall satisfy the Board as to his/her financial qualifications. He/she shall make himself/herself thoroughly familiar with the specifications before submitting his/her proposal in order that no misunderstanding shall exist in regard to the work to be performed under this contract. No bids will be considered from bidders who are unable to show that they are normally engaged in the type of work on which they are bidding on.

Acceptance or Rejection of Bids:

The Board of Trustees of the Village of Scarsdale reserves the right to reject any or all proposals, to omit any item or items, to award this contract in parts to various contractors, to waive any informality in the proposal or to approve minor changes in the specifications if deemed advisable in the interest of the Village.

The Board of Trustees may reject any proposal where there is substantial evidence that the bidder has performed previous work in willful contravention of the terms and conditions of the specifications and contract, and who has delayed such work unnecessarily.

The Board of Trustees reserves the right to reject any bid not accompanied by specified documentation. The Village of Scarsdale reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualification, or irregularities of any kind.

The Board of Trustees reserves the sole right to award this contract in total or in parts.

Bids to Remain Open:

All bids shall remain open for 40 days after the day of the opening of Bids, but the Village may, in their sole discretion, release any bid prior to that date.

Withdrawal of Bids:

A bidder may withdraw his/her bid before the time fixed for the opening of bids by communicating his/her purpose in writing to the Village. Upon receipt of such written notice, the unopened bid will be returned to the bidder.

Assignment:

The contractor shall not assign by power of attorney or otherwise the work or any part thereof without the previous written consent of the Village and shall not either legally or equitable assign any of the money payable under this agreement or his claim thereto unless by and with the like consent of the Village.

Inspection of Equipment:

Prospective bidders may arrange to inspect the fire apparatus to be serviced as part of this contract by contacting Fire Chief Christopher Mytych at 914-722-1220 or cmytych@scarsdale.com.

Refusal to Testify:

Upon the refusal of a person, when called before a grand jury, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving rewards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after July 1, 1959 or with any fire district or any agency or official thereof on or after September 1, 1960, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Non-Collusive Bidding Certification:

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(4) Bidder warrants that no Village Employee has been involved or has an interest in this bid submission; and further, if the bidder is successful that no Village Employee shall have a business or personal interest in any contract with the Village.

Disqualification of Bidders:

Bids will not be accepted from firms which have pleaded guilty to or, otherwise, been convicted of bid-rigging or related criminal charges. Nor will bids be accepted from firms which include a principal or an officer who has pleaded guilty to or, otherwise, been convicted of bid-rigging or related criminal charges. Such bidders are disqualified from bidding on this project.

Contract Insurance Requirements:

1. All coverage, (Village Insured or Contractor Insured), required for this project shall be placed with an Insurance Company having a Best Rating of A-X or better. Insurance coverage submitted from an Insurance Company having a lesser rating shall only be permitted if approval is granted by the Village Attorney.

2. Certificates of Insurance (Contractor Insured)

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
1. Commercial General Liability	\$1,000,000	\$2,000,000
a. Bodily Injury/Property Damage	\$1,000,000	\$2,000,000

b. Products/Completed Operation	\$1,000,000	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000	\$2,000,000
d. Medical Expense limit (any one person)	\$10,000	N/A
2. Commercial Automobile Liability (if applicable)	\$1,000,000 Combined Single Limit-Each Accident	N/A
3. Workers' Compensation	Statutory Limits	Statutory Limits
4. Employer's Liability (Bodily Injury by Accident)	\$1,000,000	N/A
a. By Disease	\$1,000,000	N/A
b. Each Accident	\$1,000,000	N/A
c. Each Employee	\$1,000,000	N/A
5. Umbrella Excess Liability Insurance	\$5,000,000	\$5,000,000

- Additional Conditions and Provisions:
 - NYS Workers' Comp (C-105.2 or U-26.3) and NYS Disability (DB-120.1) Insurance Certificates must also be provided. If you are exempt from having Workers' Comp or NYS Disability insurance, Form CE-200 will need to be provided for each. ACORD Certificates will not be accepted as proof of Workers' Comp or Disability insurance.
 - Name Village of Scarsdale as additional insured on CGL, Auto, and umbrella.
 - The vendor's insurance shall apply as primary and non-contributory of any insurance maintained by Village of Scarsdale.
 - Waiver of Subrogation provision in favor of Village of Scarsdale is included in CGL, Auto, and WC.
 - The vendor's insurance carriers shall agree to provide a 30-day prior written notice of non-renewal or cancellation of any policies.

3. The Contractor Execute Before A Notary Public and Deliver to the Village the Following "Hold Harmless" Agreement:

"It is agreed that the contractor shall indemnify and save harmless the Village of Scarsdale, its officers, employees and agents from and against all loses and claims, demands, payments, suits, actions, recoveries

and judgments of every nature and description brought or recovered, by reason of any act or omission of the said contractor, his subcontractor, his agents or employees, in the execution of the work or in the guarding of it or of any failure to comply with any law, ordinance or regulation or by reason of the method or manner of doing the work provided in this contract."

Provisions of New York State Labor Law:

There follow stipulations from the Labor Law applicable to all municipal contracts:

A) This contract requires that the employment of laborers, workmen or mechanics shall comply with the requirements of Article B (Sections 220-223) of the New York State Labor Law:

1. No laborer, workman or mechanic in the employ of contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in the extraordinary emergencies set forth in the Labor Law or where a dispensation is granted by the Commissioner of Labor. (See Section 220.2)
2. Each laborer, workman or mechanic employed by the contractor or subcontractor shall be paid not less than the prevailing rate of wages at the time the work is performed, and shall be paid or provided not less than the prevailing supplements at the time the work is performed, as determined by the fiscal officer. If the prevailing rate of wages or the prevailing supplements change after the contract is let, each workman, laborer or mechanic shall be paid or provided not less than the new rates. (See Section 220.3)
3. The contractor and every subcontractor shall post in a prominent and accessible place at the work site a statement of the current prevailing wage rates and supplements for the various classes of mechanics, workmen or laborers. (See Section 220.3a)
4. No employee shall be deemed to be an apprentice unless individually registered in a program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall

not be greater than the ratio permitted to the contractor as to his workforce on any job under the registered program. Any employee, who is not registered as above, shall be paid the prevailing wage rate for the classification of work he actually performed. The contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the contract work. (See Section 220.3)

5.

(a) No contractor, subcontractor, nor any person acting on his behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. (See Section 220-3(a))

(b) No contractor, subcontractor, nor any person acting on his behalf shall, in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex or national origin. (See Section 220-e (b))

Note: The Human Rights Law also prohibits discrimination in employment because of age, marital status or religion.

(c) The contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due thereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract. (See Section 220-e (d))

B) If at any time during the prosecution of this contract a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances or methods for the elimination of harmful dust shall be installed, maintained and effectively operated. If the provisions of this paragraph are not complied with this contract shall be void.

Minimum Wage Rates:

In compliance with Section 220-d of the Labor Law of the State of New York the following schedule of hourly minimum rates of wages shall apply to this contract. The fact that there is no minimum wage rate hereinafter stated for some classification or classifications found to be necessary on the project will not vary or affect the obligation of the Contractor or his compensation therefore.

Piggybacking:

The contract, if awarded will be to the lowest responsive/responsible bidder(s), in part or in whole, who meet(s) all the terms of the specifications. The Village guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Village of Scarsdale reserves the right to allow all municipal and not-for-profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Village of Scarsdale and the vendor. Additionally, the Village reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at the time.

Village of Scarsdale
Westchester County, New York

Fire Apparatus Maintenance Services
Contract VM#1307
General Conditions

Contract Number:

For the purpose of identification, the work under this contract will be known as Contract VM#1307.

Purpose and Intent

It is the intent of the Village to contract with a company that will perform service, maintenance, and repair to Village Fire Apparatus and associated equipment.

Payment:

Payment will be made after submission of an executed voucher on a form provided by the Village, verification of the work performed and equipment replaced and accepted by the appropriate Fire Department Representative, and approval by the Board of Trustees.

The payment for the work performed under this contract shall be payable at the completion of the work to the satisfaction of the appropriate Fire Department Representative. All applicable equipment and parts warranty information and forms shall be executed and submitted to the Village prior to issuing the Payment.

Guarantee/Warranty:

The company awarded the contract shall guarantee its work for a minimum of 12 months. The warranty on material and/or equipment provided by the contractor shall be the standard warranty for such material and/or equipment.

Village Of Scarsdale
Westchester County, New York

Detailed Specifications For
Fire Apparatus Maintenance Services
Contract VM#1307

The Village of Scarsdale Fire Department is seeking bids for Fire Apparatus repair, service, and preventive maintenance. Due to the specialization of Fire Apparatus we are seeking qualified companies with the certifications necessary to qualify you as a repair facility.

The bidder must:

- Be able to facilitate a NYS Heavy Truck inspection. Bidder must also be able to facilitate Third party pump, aerial, and ground ladder testing during annual preventive maintenance on each apparatus.
- Have a lift capable of hoisting all department apparatus high enough to allow a repair technician enough height to walk freely under the apparatus to better facilitate a thorough inspection and repairs.
- Be a factory authorized dealer and be able to perform factory warranty, recalls, and repairs for Cummins Engines, Allison Transmissions, and Hale and/or Waterous Fire Pumps.
- Utilize web based fleet management software, at no additional cost to the village, in order to efficiently document and track repair requests and service.

The successful:

- Bidder must be able to respond within 24 hours for emergency repairs. Non-emergency work can be scheduled in a timely manner. A Village Fire Department representative shall make the sole determination as to whether work shall be classified as Emergency or non-emergency. Work shall be performed at bidder's repair shop, Scarsdale Maintenance facility, or Scarsdale fire stations if the apparatus are unable to be brought to bidder's repair shop. Apparatus will be secured inside the repair facility building during non-business hours while located at bidder's repair facility. All tools and equipment left on apparatus are responsibility of the repair facility once apparatus is delivered or picked up by said facility.

Annually, each fire apparatus shall have a preventive maintenance Inspection & Service which shall be provided by the contractor awarded this contract. A written report indicating the results of preventive maintenance Inspection shall be provided to the village.

- Bidder's repair facility must be within 60 road miles and 60 travel minutes of Scarsdale Fire Headquarters, 50 Tompkins Road, Scarsdale, NY 10583. Bidder must be capable of picking up and delivering fire apparatus if fire department personnel are not available.

Emergency breakdown response shall be included as part of the contract. Response to any emergency shall be within a reasonable period of time as relative to the extent of the emergency and within the time specified above.

Bidder must be capable of facilitating auto body repair and towing to bidder's repair facility if apparatus is unable to safely be transported under its own power.

Bidder must furnish three fire service customer references. References must be current customers or have had work performed by bidder within the past 12 months. Reference information should include business name, address and contact information.

Village of Scarsdale Central Garage are designated as the primary repair shop for chassis repairs and maintenance. As such, the Central Garage, in consultation with the Scarsdale Fire Department, will determine which, if any chassis repairs and maintenance will be completed by the vendor or the Central Garage. As such, there is no guarantee that the awarded vendor will perform any chassis repairs or maintenance.

Fleet:

The Scarsdale Fire Department fleet consists of the following:

	Year	Chassis	Mounted Equipment
1.	2008	Spartan/Crimson	1,500 GPM Pumper
2.	2012	Spartan/ERV	1,500 GPM Pumper
3.	2018	Seagrave	1,500 GPM Pumper
4.	2018	Seagrave	100' Aerial/1,500 GPM Pumper

Village of Scarsdale
Westchester County, New York

FIRE APPARATUS MAINTENANCE SERVICES
Contract VM#1307
Articles of Agreement

Santo Curro doing business as

Name of Bidder

Hudson Valley Fire Equipment, LLC

Name of Company

Of 69 Fields Lane, Brewster, NY 10509

Address

hereby agrees to furnish labor and materials and perform the work for the Village of Scarsdale, Westchester County, New York in accordance with the Proposal, Information for Bidders and Specifications, which are attached to these Articles of Agreement and hereby made a part of this contract, (all of which contract documents the Contract acknowledges he has read and examined) and to accept in full payment for the work listed in the Proposal, accepted by the Village of Scarsdale, the following Bid Price:

Fire Apparatus Maintenance Services, 1st Year

Fire Apparatus (Pumper)	\$ <u>150.00</u>	per hour
Fire Apparatus (Aerial)	\$ <u>150.00</u>	per hour
Service Travel Time Cost - To & From Village	\$ <u>150.00</u>	per round trip
Emergency Repair - Fire Apparatus (Pumper)	\$ <u>150.00</u>	per hour
Emergency Repair - Fire Apparatus (Aerial)	\$ <u>150.00</u>	per hour
Emergency Travel Time Cost - To & From Village	\$ <u>150.00</u>	per round trip

Fire Apparatus Maintenance Services, 2nd Year

Fire Apparatus (Pumper)	\$ <u>150.00</u>	per hour
Fire Apparatus (Aerial)	\$ <u>150.00</u>	per hour
Service Travel Time Cost - To & From Village	\$ <u>150.00</u>	per round trip
Emergency Repair - Fire Apparatus (Pumper)	\$ <u>150.00</u>	per hour
Emergency Repair - Fire Apparatus (Aerial)	\$ <u>150.00</u>	per hour
Emergency Travel Time Cost - To & From Village	\$ <u>150.00</u>	per round trip

Fire Apparatus Maintenance Services, 3rd Year

Fire Apparatus (Pumper)	\$ <u>150.00</u>	per hour
Fire Apparatus (Aerial)	\$ <u>150.00</u>	per hour
Service Travel Time Cost - To & From Village	\$ <u>150.00</u>	per round trip
Emergency Repair - Fire Apparatus (Pumper)	\$ <u>150.00</u>	per hour
Emergency Repair - Fire Apparatus (Aerial)	\$ <u>150.00</u>	per hour
Emergency Travel Time Cost - To & From Village	\$ <u>150.00</u>	per round trip

The Village of Scarsdale, Westchester County, New York, agrees to make payment in full for work performed to the satisfaction of the appropriate Village officials. Upon the failure of the Contractor to perform in any manner, in accordance with the Proposal, Information for Bidders and Specifications, the Village has the right to cancel this contract.

IN WITNESS WHEREOF, the Village of Scarsdale has caused this Contract to be executed by its duly authorized officers, who, however, incur no possible personal liability by reason of the execution thereof or of anything herein contained, and has hereunto set his hand and seal this 10 day of November 2023.

Attest: Village of Scarsdale

By: _____
Village Manager

Village Clerk

Contractor:

Attest: _____

By: Santo Curro
Name

Co-Owner
Title

References:

Lake Mohegan Fire District
Chief of Department Toomas Eade
914-490-6351

Purchase Fire District
Commissioner Robert Makowski
914-253-9272

Bedford Hills Fire District
Commissioner Joseph Lombardo
914-760-4611



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Hudson Valley Fire Equipment, Ellen & Santo Curro, 69 Fields Lane, Brewster, NY 10509. 1b. Business Telephone Number of Insured (845) 363-1810. 1c. NYS Unemployment Insurance Employer Registration Number of Insured. 1d. Federal Employer Identification Number of Insured or Social Security Number 27-0856919. 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Village of Scarsdale Fire Department, 50 Tompkins Road, Scarsdale, NY 10583. 3a. Name of Insurance Carrier Graphic Arts Mutual. 3b. Policy Number of Entity Listed in Box "1a" 4910123. 3c. Policy effective period 12/1/2023 to 12/1/2024. 3d. The Proprietor, Partners or Executive Officers are [] included. [] all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: William A Friedlander (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] 1-9-2024 (Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 914 694-6000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



VIA EMAIL: ascaglione@scarsdale.com

February 6, 2024

Ms. Ann Scaglione
Village Treasurer
Village of Scarsdale
Village Hall
1001 Post Road
Scarsdale, New York 10583

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019-6022
United States

Uyen Poh
Partner
Direct line +1 212 318 3158
uyen.poh@nortonrosefulbright.com

Tel +1 212 318 3000
Fax +1 212 318 3400
nortonrosefulbright.com

Re: Village of Scarsdale, Westchester County, New York
Repealing Resolution – Water Supply and Distribution System

Dear Ann:

Pursuant to your request, I have prepared a resolution repealing the bond resolution for the Water Supply and Distribution System.

If you wish to proceed with this resolution, a simple majority vote of the entire voting strength of the Board of Trustees is required and neither publication nor posting are necessary. After adoption please return to me a certified copy of the enclosed resolution for our records.

Please do not hesitate to call if you have any questions.

Very truly yours,

Uyen Poh

Enclosures

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com.

At a regular meeting of the Board of Trustees of the Village of Scarsdale, Westchester County, New York, held at Village Hall, in Scarsdale, New York, in said Village, on February ____, 2024, at _____ o'clock _____.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Trustee _____, who moved its adoption, seconded by Trustee _____, to-wit:

A Resolution Pursuant to Section 41.00 of the Local Finance Law Repealing all or a portion of certain unexpended bond authorizations of the Board of Trustees of the Village of Scarsdale, Westchester County, New York.

BE IT RESOLVED, by the Board of Trustees of the Village of Scarsdale, Westchester County, New York, as follows:

Section 1. It is hereby determined, pursuant to Section 41.00 of the Local Finance Law, that the authorized but unissued amount under the following bond resolution is hereby repealed to the extent provided below, provided, however, that nothing herein shall affect the future issuance of bonds or notes under any remaining portions of such authorizations hereafter, or any bonds or notes previously issued:

BOND RESOLUTION DATED MARCH 13, 2012. A RESOLUTION AUTHORIZING THE ISSUANCE OF \$5,800,000 BONDS OF THE VILLAGE OF SCARSDALE, WESTCHESTER COUNTY, NEW YORK, TO PAY PART OF THE \$6,254,000 ESTIMATED MAXIMUM COST OF VARIOUS IMPROVEMENTS TO THE VILLAGE WATER SUPPLY AND DISTRIBUTION SYSTEM, INCLUDING, WITHOUT LIMITATION, THE UPGRADING AND REHABILITATION OF THE REEVES NEWSOM PUMP STATION, AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH, IN AND FOR SAID VILLAGE.

All of the remaining \$1,000,000 unissued amount of such authorization is hereby repealed.

Section 2. This resolution takes effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

I, the undersigned Clerk of the Village of Scarsdale, Westchester County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Trustees of said Village, including the resolution contained therein, held on February ____, 2024, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village,
on February ____, 2024.

Village Clerk

(CORPORATE
SEAL)



VIA EMAIL: ascaglione@scarsdale.com

January 26, 2024

Ms. Ann Scaglione
Village Treasurer
Village of Scarsdale
Village Hall
1001 Post Road
Scarsdale, New York 10583

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019-6022
United States

Uyen Poh
Partner
Direct line +1 212 318 3158
uyen.poh@nortonrosefulbright.com

Tel +1 212 318 3000
Fax +1 212 318 3400
nortonrosefulbright.com

Re: Village of Scarsdale, Westchester County, New York
Repealing Resolution - Sheldrake

Dear Ann:

Pursuant to your request, I have prepared a resolution repealing the bond resolution for the South Meadowbrook drainage project and Sheldrake River.

If you wish to proceed with this resolution, a simple majority vote of the entire voting strength of the Board of Trustees is required and neither publication nor posting are necessary. After adoption please return to me a certified copy of the enclosed resolution for our records.

Please do not hesitate to call if you have any questions.

Very truly yours,

Uyen Poh

Enclosures

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

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At a regular meeting of the Board of Trustees of the Village of Scarsdale, Westchester County, New York, held at Village Hall, in Scarsdale, New York, in said Village, on February ____, 2024, at _____ o'clock _____.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Trustee _____, who moved its adoption, seconded by Trustee _____, to-wit:

A Resolution Pursuant to Section 41.00 of the Local Finance Law Repealing all or a portion of certain unexpended bond authorizations of the Board of Trustees of the Village of Scarsdale, Westchester County, New York.

BE IT RESOLVED, by the Board of Trustees of the Village of Scarsdale, Westchester County, New York, as follows:

Section 1. It is hereby determined, pursuant to Section 41.00 of the Local Finance Law, that the authorized but unissued amount under the following bond resolution is hereby repealed to the extent provided below, provided, however, that nothing herein shall affect the future issuance of bonds or notes under any remaining portions of such authorizations hereafter, or any bonds or notes previously issued:

BOND RESOLUTION DATED MARCH 23, 2010. A RESOLUTION AUTHORIZING THE ISSUANCE OF \$7,425,000 BONDS OF THE VILLAGE OF SCARSDALE, WESTCHESTER COUNTY, NEW YORK, TO PAY THE \$3,190,000 ESTIMATED MAXIMUM COST OF THE SOUTH MEADOWBROOK DRAINAGE PROJECT AND THE \$4,235,000 ESTIMATED MAXIMUM COST OF THE SHELDRAKE RIVER DRAINAGE PROJECT, IN AND FOR SAID VILLAGE.

All of the remaining \$1,550,000 unissued amount for the South Meadowbrook drainage project is hereby repealed.

All of the \$4,235,000 unissued amount for the Sheldrake River drainage project is hereby repealed.

Section 2. This resolution takes effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

I, the undersigned Clerk of the Village of Scarsdale, Westchester County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of
Trustees of said Village, including the resolution contained therein, held on February ____, 2024,
with the original thereof on file in my office, and that the same is a true and correct transcript
therefrom and of the whole of said original so far as the same relates to the subject matters therein
referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to
Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the
Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public
notice of the time and place of said meeting to be given to the following newspapers and/or other
news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village,
on February ____, 2024.

Village Clerk

(CORPORATE
SEAL)

SCARSDALE

1701
NEW YORK

To: Alex Marshall, Acting Village Manager

From: Ann Scaglione, Village Treasurer

Date: Wednesday, February 07, 2024

RE: Repeal Debt Authorization

MEMORANDUM
Treasurer's Office

The Village has the following Authorized but Unissued Debt

Resolution Date	Authorized Debt Amount	Detail	Amount of Debt Issued	Net Authorized but Unissued
02/22/11	\$ 3,190,000	South Meadow Drainage Project	\$ 1,640,000	\$ 1,550,000
03/20/10	\$ 4,235,000	Sheldrake River Drainage Project	\$ -	\$ 4,235,000
03/13/12	\$ 5,800,000	Water Supply and Distribution System	\$ 4,800,000	\$ 1,000,000
01/10/23	\$ 1,709,472	DPW Trucks and Related Equipment		\$ 1,709,472
04/11/23	\$ 1,150,000	Fire Truck		\$ 1,150,000
09/26/23	\$ 1,039,250	DPW Trucks and Related Equipment		\$ 1,039,250
				\$ 10,683,722

As a matter of housekeeping, I am recommending the Village Board consider the attached resolutions to repeal the Net Authorized but Unissued items dating from 2010 to 2012. Should the board wish to consider debt for these projects, we could submit resolutions for the current board to consider.

Regarding the 2023 authorizations, we are waiting for estimated receipt dates of equipment to determine the appropriate time for debt issuance.

Please let me know if you have any questions or would like further information. Thank you.

TOWN BOARD MEETING

Rutherford Hall & Video Conference
Town of Scarsdale
January 9, 2024

A Meeting of the Town Board of Scarsdale was held in Rutherford Hall and via video conference on Tuesday, January 9, 2024, at 10:03 p.m.

Present were Mesdames Brew, Gruenberg, and Messrs. Ahuja, Arest, Gans, Mazer and Whitestone. Also present were Acting Village Manager Marshall, Town Clerk Emanuel, and Town Counsel Ward-Willis.

Mr. Arest presided.

* * * * *

Minutes

Upon a motion entered by Ms. Gruenberg, seconded by Mr. Mazer, the minutes of the Town Board Meeting of December 12, 2023, were approved unanimously.

* * * * *

Mr. Whitestone

Upon motion entered by Mr. Whitestone, and seconded by Ms. Gruenberg, the following resolution regarding Ratification and Approval of a Local Law Adopted by the Scarsdale Village Board, Amending Chapter 269 of the Village Code of the Village of Scarsdale concerning the Senior Citizen Real Property Tax Exemption and the Real Property Tax Exemption for persons with Disabilities and Limited Incomes; was approved by the vote indicated below:

WHEREAS, on January 09, 2024, the Village Board of the Village of Scarsdale adopted a local law, subject to the ratification and approval of the Scarsdale Town Board, to amend Chapter 269 of the Code of the Village of Scarsdale concerning the senior citizen real property tax exemption and the real property tax exemption for persons with disabilities and limited incomes; now, therefore, be it

RESOLVED, the Scarsdale Town Board hereby ratifies and approves the actions of the Village of Scarsdale Board of Trustees in to amend Chapter 269 of the Code of the Village of Scarsdale concerning the senior citizen real property tax exemption and the real property tax exemption for persons with disabilities and limited incomes; and be it further

RESOLVED, this resolution shall be effective on the date hereby approved.

AYES

Mr. Ahuja

Ms. Brew

Mr. Gans

Ms. Gruenberg

Mr. Mazer

Mr. Whitestone

Mr. Arest

NAYS

none.

ABSTENTIONS

none.

* * * * *

Report of the Custodian of Taxes

Custodian of Taxes Scaglione was not present to provide the following report:

- As of December 31, 2023, 99.41% of the County tax levy for 2023 and 61.94% of the School tax levy has been collected.
- The second installment of Village Taxes were due by December 31st and the second installment of School Taxes are due by January 31st.
- Residents are encouraged to register to receive tax bills and tax reminder notices by email, in addition to a copy in the mail. Residents may register at Scarsdale.com or can contact the Treasurer's office for further information.
- We continue to encourage residents to pay taxes and water bills online at Scarsdale.com.

* * * * *

There being no further business to come before the Board, the meeting was adjourned at 10:06 PM on a motion entered by Ms. Gruenberg, seconded by Ms. Brew.

Respectfully submitted,

Taylor C. Emanuel
Town Clerk

RESOLUTION RE: DESIGNATING OFFICIAL TOWN NEWSPAPER

RESOLVED, that *The Scarsdale Inquirer* is hereby removed as the official Town newspaper as it has advised the Village it has suspended publication; and be it further

RESOLVED, that *The Journal News* is designated as the official Town newspaper.

Date: February 13, 2024



To: Alex Marshall, Acting Village Manager

From: Charles Hessler, Assistant Village Manager

Date: Thursday, February 08, 2024

RE: Public Comments Received between January 17, 2024 and February 07, 2024

MEMORANDUM
Village Manager's Office

Attached, please find the public comments received between January 17, 2024 and February 07, 2024. Please note, the public comment cutoff date is Wednesday at noon preceding any given Board of Trustees Regular Meeting.

Christine Sciandra

From: Kristen Zakierski <klcipriano@gmail.com>
Sent: Wednesday, February 7, 2024 9:34 AM
To: Mayor Justin Arest; Public Comments
Cc: Alexandra Marshall; Brian Gray
Subject: Greenacres Playground Follow Up
Attachments: GA Playground.pdf

CAUTION: External sender.

Good morning!

Thank you for the opportunity to engage in a dialogue with you yesterday evening about the Greenacres playground project. We care deeply that our community gets the playground it deserves and we appreciate the opportunity to partner with the Village and provide feedback.

To give further context for our request (as the photos don't fully do it justice), we invite you to take a "tour" of the playground in the coming weeks. Please let me know what days/times work best.

Below and attached you will find the GNA's letter that was circulated last night. Again, thank you for considering our position.

Best,
Kristen Zakierski
President, Greenacres Neighborhood Association

February 6, 2024

Mayor Arest and Village Board of Trustees,

The Greenacres Neighborhood Association takes a vested interest in the needs of our community. It has become apparent that our only public playground is in desperate need of replacement - from missing and dangerous equipment to faded art and profane graffiti - the current conditions do not uphold the standards of the Village of Scarsdale nor demonstrate to our children the value of play.

As the only public playground in the Greenacres neighborhood, it is incumbent to ensure the space meets the needs of all children ages 0-12. There is no alternative playground unlike in the four other Scarsdale neighborhoods. Our youngest residents deserve an elevated space in which all are welcome to play safely and have fun.

We also notice that every other playground anticipating renovation in the coming years is currently earmarked for close to 75% more funding than the Greenacres playground (\$200,000 vs. \$115,000). To our knowledge, there is no set price per square foot determined by the Village. Additionally, some other Scarsdale playgrounds, like Davis Park, will soon be updated twice in the time it has taken to update our playground once. These discrepancies are inequitable.

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The designs presented from the Village for our consideration are limited in scope and size and do not serve as suitable replacements. Based on our research, our biggest constraint is budget, not the space or swing fall zones. We urge you to allocate additional dollars to account for the use of this playground by hundreds of families in the Greenacres neighborhood.

Below you will find details of the current playground and new design comparisons to prove the need for a larger budget for equipment and installation (currently set at \$70,000).

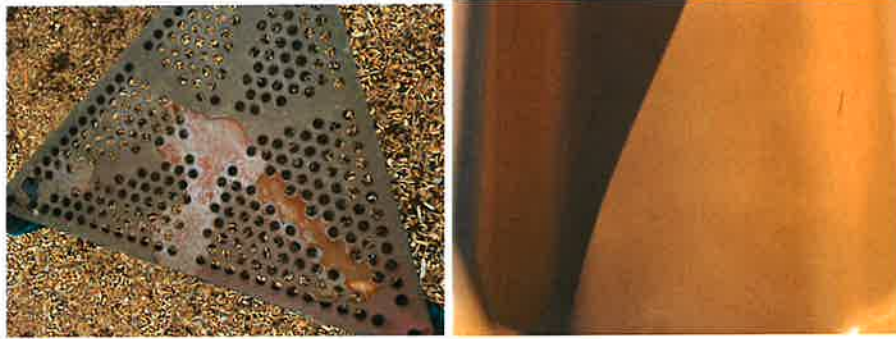
The following table outlines the equipment and features we are attempting to replace by renovating the current playground:

Structure	Details
Swings	- Two baskets - suitable for infants and toddlers
Bouncers	- 1 individual
Ages 2-5	- Slides: 3 (two side-by-side)

	<ul style="list-style-type: none"> - Upper and lower play areas - Shade - Steering wheel
Ages 5-12	<ul style="list-style-type: none"> - Slides: 2 (bumpy, curvy) - Entry points: 5 (chain, bars, steps, pole) - Spiral fire pole - Monkey bars - Bridge - Steering wheel
Sandbox	<ul style="list-style-type: none"> - *unclear on ownership (school vs. village) - Never cleaned and rarely used

Below are photographs of the current playground to put the above details in context, also demonstrating the urgent need for replacement:





*if you zoom in you can see "FU" etched into the slide

Following are the original designs received within the \$70,000 budget. You can see the immense gaps between what currently exists and what the current budget will provide the community. There is simply not enough apparatus to accommodate the number of children that use this playground both during and outside of school hours.



As an effort to gain more information, we spoke to representatives and requested updated designs with the same companies at price points at or near double the current budget (i.e., \$125,000-140,000 respectively, all including a sizable equipment

discount). We present these solely as comparison points to the original designs and to showcase the immense challenge of replacing all of the structures and features that presently exist with the allocated funds. We don't believe any of the below designs meets the full needs of our community, but they provide context for the request for a large budget increase and bring us closer to an adequate replacement.





For additional context and comparison, the structure below *could* fit in our space. This structure alone (not including installation) is ~\$130,000. With additional research, we could find something comparable (and just as exciting!) for all ages. [Of course, we would have to find a suitable alternative for the swings in this particular case, but that is not an insurmountable task.]



All of the designs and information above do not address the issues of shade and the sandbox, which would, of course, require additional funds to rectify. Due to the lack of mature trees surrounding the play area, it would be ideal to have structures with shades installed, however, this comes at a price. Additionally, the sandbox continues to be an unsafe and unkept feature of the park. While it remains unknown if this is Village or school-owned, if it is to remain, one entity must take ownership over its maintenance.

We respectfully urge you to reconsider the budget allocation for the playground project to address the identified needs and priorities of our community. By investing in the development of a vibrant playground, we will benefit current and future generations of residents.

We appreciate your attention to this matter and look forward to working collaboratively with you to create a playground that reflects the values and aspirations of our community. Thank you for your continued support of our neighborhood.

Sincerely,

Kristen Zakierski, President
Greenacres Neighborhood Association

Christine Sciandra

From: meppenstein@eppenstein.com
Sent: Thursday, January 25, 2024 3:36 PM
To: Mayor Justin Arest
Cc: Public Comments
Subject: Antisemitism

CAUTION: External sender.

Dear Mayor Arest,
I applaud your unequivocal condemnation of recent antisemitic acts committed against local Jewish-owned businesses, and by extension the wider community through vandalism at the Golden Horseshoe mall. I appreciate the similar condemnation expressed by our county and state representatives as well as clergy and others. With thanks and wishes for a brighter future,
Madelaine, 914.262.6656
Madelaine Eppenstein

Christine Sciandra

From: Dunham, Anne C. <acdunham@debevoise.com>
Sent: Monday, January 29, 2024 2:18 PM
To: Mayor Justin Arest; Trustee Ahuja; Trustee Brew; Trustee Gans; Trustee Gruenberg; Trustee Mazer; Trustee Whitestone; Public Comments
Cc: Hartzell, Andrew C.
Subject: Ltr from Andrew C. Hartzell, Jr. re: this evening's meeting
Attachments: ACH letter.pdf

CAUTION: External sender.

Dear Mayor Arest and the Board of Trustees of the Village of Scarsdale,

In connection with this evening's meeting, attached please find a letter from Mr. Andrew C. Hartzell, Jr. (who is copied on this email).

Thank you,
Anne Dunham

Debevoise &Plimpton

Anne C. Dunham
Secretary to Andrew C. Hartzell, Jr.

acdunham@debevoise.com
+1 212 909 6162 (Tel)

66 Hudson Boulevard
New York, NY 10001
www.debevoise.com

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The latest version of our Privacy Policy, which includes information about how we collect, use and protect personal data, is at www.debevoise.com.

January 29, 2024

Mayor Justin K. Arest
Trustee Sameer Ahuja
Trustee Karen L. Brew
Trustee Jeremy A. Gans
Trustee Dara B. Gruenberg
Trustee Kenneth L. Mazer
Deputy Mayor Randall B. Whitestone
Scarsdale Village Hall
1001 Post Road
Scarsdale, NY 10583

Re: 27 Woods Lane Proposal

Dear Mayor Arest and the Board of Trustees:

I live at 7 East Woods Lane and have done so since 1963. Our house, like other houses on East Woods Lane and Woods Lane, is set for single family living and the lot contains one house, not two. The proposal to change 27 Woods Lane into a two-house location would definitely damage the neighborhood. That location is for a single house. I will be moving soon due old age, and I'm sure the value of my house at 7 East Woods Lane will be limited if the house on 27 Woods Lane is converted into two houses. In fact, to make two houses on 27 Woods Lane would start a practice of degrading the whole neighborhood in that area. I therefore urge the Board to not allow such a change.

Sincerely,

Andrew C. Hartzell, Jr.